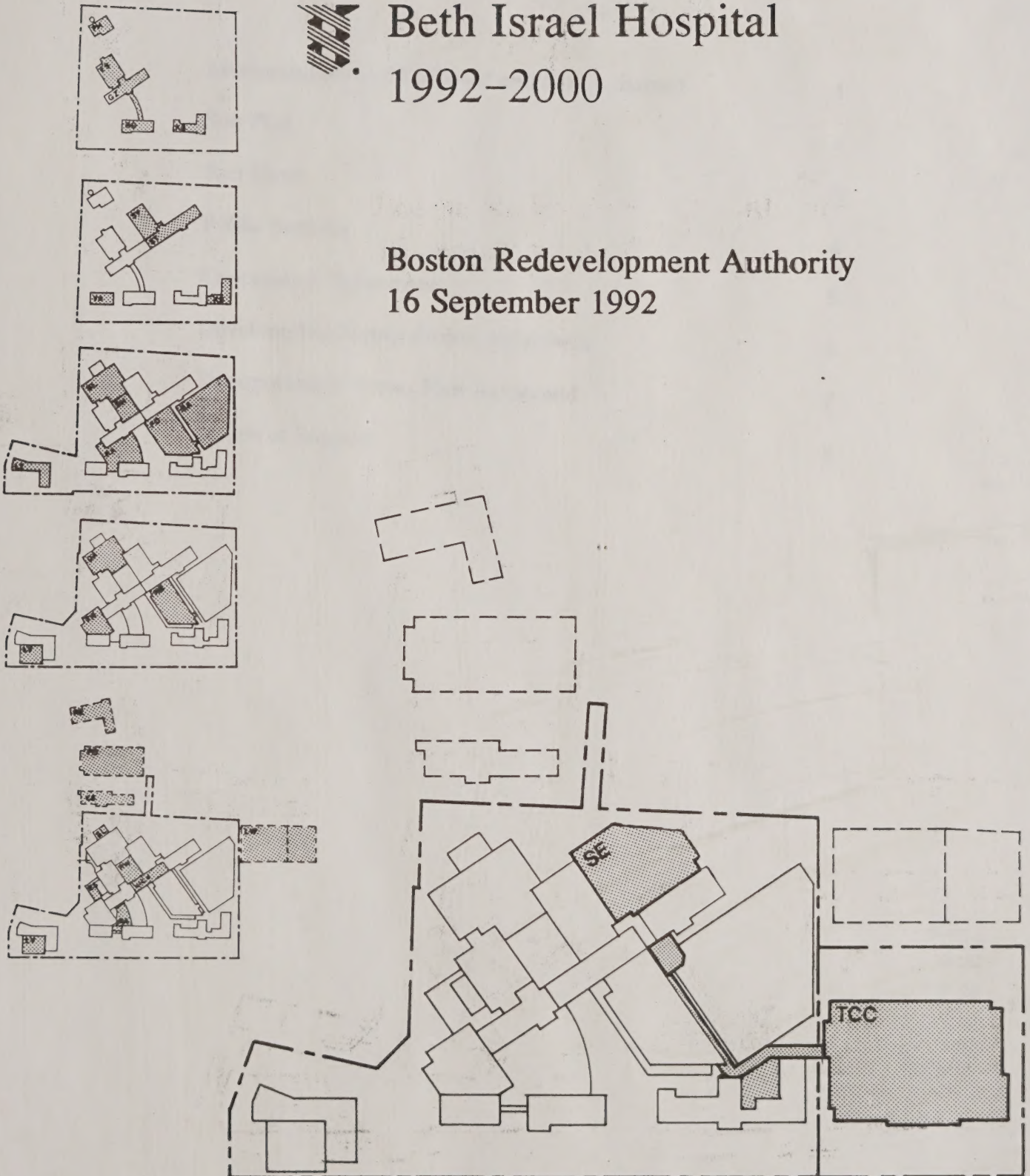
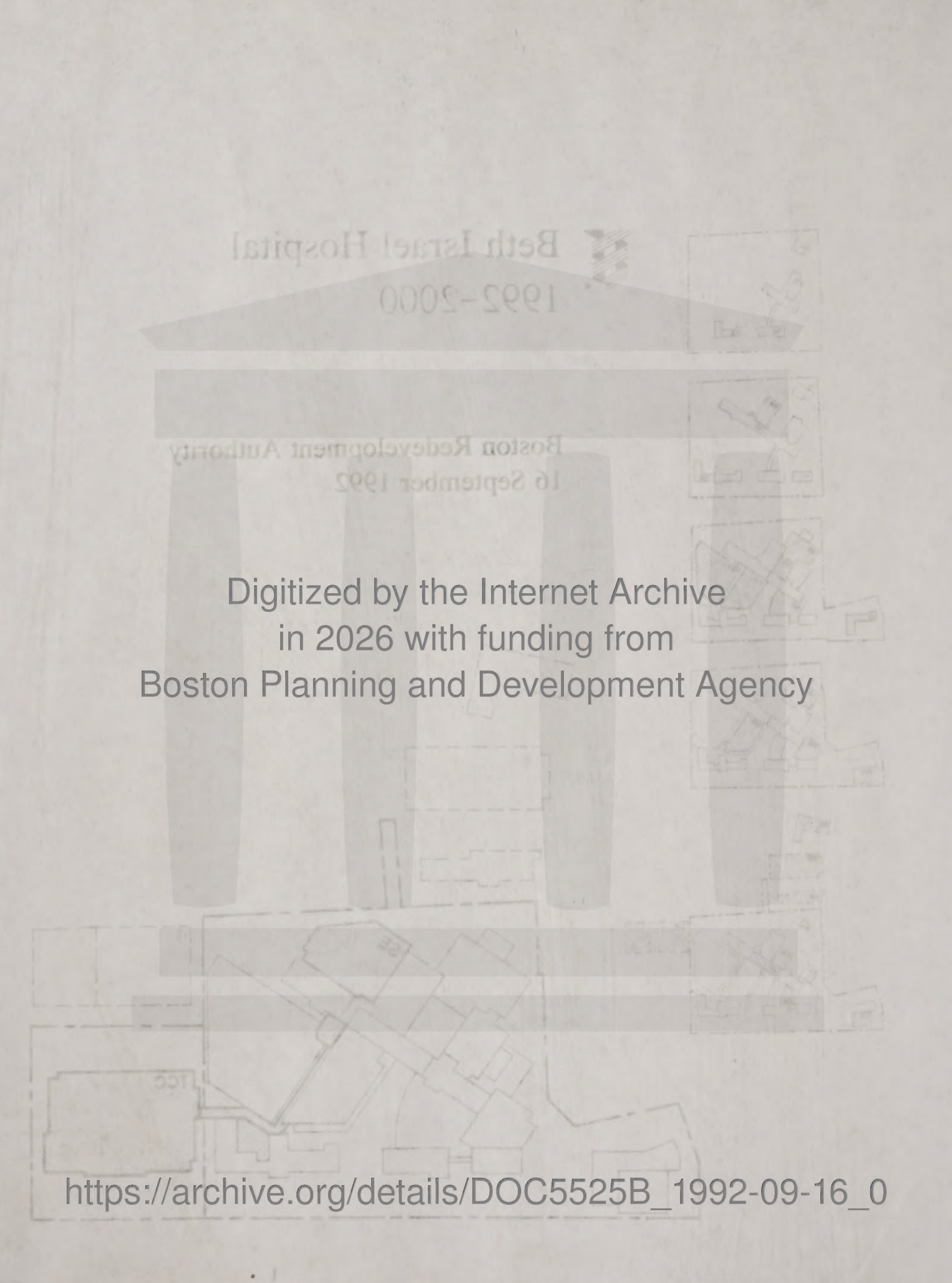




Beth Israel Hospital 1992-2000

Boston Redevelopment Authority
16 September 1992





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9/16/92

BETH ISRAEL HOSPITAL
330 BROOKLINE AVENUE
BOSTON, MASSACHUSETTS

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REPORT OF THE
COMMISSIONER OF THE
LAND OFFICE
OF THE STATE OF NEW YORK
FOR THE YEAR 1890

Albany: J. B. Lyon, State Printer, 1891.

State Print.

Printed by

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Commissioner of the

Land Office

Albany, N. Y.

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MEMORANDUM

SEPTEMBER 16, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL BARRETT, DIRECTOR

FROM: GERRY KAVANAUGH, ASSISTANT DIRECTOR FOR
INSTITUTIONAL PLANNING AND DEVELOPMENT
MICHAEL HUNTER, DEPUTY DIRECTOR FOR
INSTITUTIONAL PLANNING AND DEVELOPMENT
RICHARD MULLIGAN, PROJECT COORDINATOR
INSTITUTIONAL PLANNING AND DEVELOPMENT

SUBJECT: PUBLIC HEARING CONCERNING BETH ISRAEL HOSPITAL MASTER
PLAN AND RELATED ZONING TEXT AND MAP AMENDMENTS

SUMMARY: This memorandum requests that the Authority: (1) approve Zoning Text and Map Amendments establishing the Beth Israel Hospital Institutional District; (2) approve the Beth Israel Institutional Master Plan; (3) authorize the Director to enter into a Cooperation Agreement with Beth Israel Hospital; (4) approve the Development Impact Project Plan (DIPP) submitted by Beth Israel Hospital in connection with the Proposed Clinical Center Project; (5) authorize the Director to enter into a Development Impact Project Agreement; and (6) authorize the Director to issue an Adequacy Determination upon completion of the Authority's Article 31 Process.

INTRODUCTION

The Beth Israel Hospital Association requests approval of a Development Impact Project Plan (DIP Plan) and a Development Impact Project Agreement (DIP Agreement) for the proposed construction of The Clinical Center Phase 1 on the site of the Massachusetts College of Art building located at the northeast corner of Brookline and Longwood Avenues in the Longwood Medical Area. The Hospital also requests the approval of the Beth Israel Hospital Institutional Master Plan and approval of related zoning text and map amendments. The Clinical Center Phase 1 is the first project to be developed within the Hospital's proposed Master Plan. ✓

Beth Israel Hospital is a voluntary, non-profit sectarian, short term, acute care hospital located at 330 Brookline Avenue between the Fenway and Longwood Avenue. It's campus is comprised of 8.94 acres at the north end of the Longwood Medical Area (LMA). Beth Israel received provisional designation in November, 1990 as the developer of the Massachusetts College of Art/Longwood property, an adjacent property located at the intersection of Longwood and Brookline Avenue. The Hospital provides state-of-the-

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art medical care and is one of the leading centers of medical research in the country. Beth Israel Hospital was highlighted in the recently published book, The Service Edge, as one of three health care institutions out of 101 companies in the United States "that profit from excellence in customer service." Beth Israel employs approximately 5,000 people, 41% of whom are residents of the City of Boston. In addition to employment opportunities, the Hospital generates over \$260 million annually into the Boston economy.

MASTER PLAN

The Institutional Master Plan of Beth Israel Hospital has been prepared to project and describe anticipated development over the next eight year period to the year 2000. The two major projects included in this plan encompass:

- 1) A Clinical Center project of 495,000 square feet on the Mass. College of Art site to provide ambulatory care services to patients. The Project is anticipated to be built in two phases. The first phase, which is expected to begin construction in November 1992, will contain about 325,000 square feet and will reach a height of 168.5 feet; the second phase, to be built as a vertical addition, will contain approximately 170,000 square feet, bringing the project to a total height of 292.5 feet. The first phase uses will include retail uses, a rehabilitation and fitness center, the Joint Center for Radiation Therapy, ambulatory care clinics and ambulatory surgery. A five level below grade garage of approximately 750 spaces is proposed to provide parking for the Beth Israel campus.
- 2) A Southeast Building expansion of 300,000 square feet, to be programmed to serve a combination of clinical or research needs for the Hospital as well as important support services. The eight story building may house an additional 48 beds authorized by an approved Determination of Need issued by the Massachusetts Department of Public Health. The building will be constructed in two phases. The first phase, scheduled to start in the spring of 1995, will be comprised of approximately 120,000 square feet.

Zoning text and map amendments are proposed in order to create new zoning controls for the area encompassing the campus of Beth Israel Hospital and the Massachusetts College of Art site. The goal of the proposed zoning is to permit institutional growth in a manner compatible with the surrounding area, as reflected in the Master Plan. The proposed zoning follows closely the institutional master planning provisions recently adopted by the Authority and the Zoning Commission in connection with the Allston-Brighton Neighborhood District.

PHASE 1 CLINICAL CENTER

INTRODUCTION

The Phase 1 Clinical Center is the first project under the proposed Master Plan. It involves the incorporation of the Massachusetts College of Art site into the Beth Israel campus and the redevelopment of the property as an ambulatory care facility.

ARTICLE 31 DEVELOPMENT REVIEW

In compliance with the Development Review Requirements set forth in Article 31 of the Boston Zoning Code, Beth Israel Hospital submitted to the BRA a Project Notification Form (PNF) on the Clinical Center Project on October 24, 1991 and a Draft Project Impact Report (DPIR) on March 20, 1992. A Final Project Impact Report is in preparation, based on the comments made in the BRA's Preliminary Adequacy Determination issued on July 21, 1992.

ENVIRONMENTAL REVIEW PROCESS

On October 11, 1991, Beth Israel Hospital submitted an Environmental Notification Form (ENF) to the Massachusetts Environmental Protection Agency (MEPA). Prior to the submission of the ENF, this project had been subject to considerable review during the Department of Capital Planning and Operation's (DCPO) land disposition process for the Massachusetts College of Art (MCA), including a thorough analysis by a Citizen's Advisory Committee made up of representatives of neighboring institutions and residents of Mission Hill and The Fenway. On November 25, 1991 it was determined by the Executive Office of Environmental Affairs that the project did not require an Environmental Impact Report (EIR).

BOSTON CIVIC DESIGN COMMISSION REVIEW

The Phase 1 Clinical Center Project was initially presented for review to the Subcommittee on Design of the Boston Civic Design Commission (BCDC) on February 4, 1992. At the March 3, 1992 meeting of the full BCDC, the commission voted to recommend approval of the schematic design of the Proposed Project.

COMMUNITY REVIEW

The Master Plan and the Phase 1 Clinical Center Project have been thoroughly reviewed by the Mission Hill PZAC and a Fenway advisory committee over the course of the past 12 months. Major concerns arose regarding the size of the parking garage, which was initially proposed to contain 930 spaces, and the public benefits to be provided by the Master Plan and its projects. Of particular concern were the employment and job training elements. The community will continue to work with the hospitals to make certain that

INTRODUCTION

The Phase 1 Clinical Trial is a first-in-man study designed to evaluate the safety and tolerability of the investigational drug in healthy subjects. The study is being conducted in accordance with the principles of Good Clinical Practice (GCP) and the ethical standards set forth in the Declaration of Helsinki.

OBJECTIVES AND SCOPE

The primary objective of this study is to determine the maximum tolerated dose (MTD) of the investigational drug. Secondary objectives include assessing the safety profile, identifying adverse events, and evaluating the pharmacokinetic and pharmacodynamic properties of the drug. The study will be conducted in a single-center, open-label, dose-escalation design.

STUDY DESIGN AND METHODS

The study will be conducted in a single-center, open-label, dose-escalation design. The study population will consist of healthy adult subjects aged 18 to 65 years, weighing between 50 kg and 100 kg, with a body mass index (BMI) between 18 and 30. The study will be conducted in accordance with the principles of GCP and the ethical standards set forth in the Declaration of Helsinki. The study will be conducted in a single-center, open-label, dose-escalation design.

RESULTS AND DISCUSSION

The study results will be presented in a separate report. The study results will be presented in a separate report. The study results will be presented in a separate report. The study results will be presented in a separate report. The study results will be presented in a separate report.

CONCLUSIONS

The study results will be presented in a separate report. The study results will be presented in a separate report. The study results will be presented in a separate report. The study results will be presented in a separate report. The study results will be presented in a separate report.

all community benefits, and specifically the efforts regarding employment and training, are realized.

PUBLIC BENEFITS PLAN

The Hospital has committed to numerous public benefits associated with both the Master Plan and Phase 1 Clinical Center. The Clinical Center Phase 1 Project is a "Development Impact Project" under Section 26A-3 of Article 26A and Section 26B of the Boston Zoning Code, and therefore subject to housing and jobs linkage obligations. Approximately \$1,123,245 in housing linkage funds and \$224,649 in jobs linkage funds will be generated by the project.

The Proposed Phase 1 Clinical Project will generate a substantial number of construction and permanent employment opportunities for Boston residents. It is estimated that during the proposed project construction period, 300 construction jobs will be generated. A Boston Resident Construction Employment Plan, as required by the Boston Jobs Policy Act, will be executed by and between Beth Israel and the Boston Employment Commission and as such will govern hiring practices for construction jobs.

It is expected that the Clinical Center Phase 1 will generate up to 450 permanent jobs and that Beth Israel's completion of the projects described in its Master Plan will generate up to 900 permanent jobs. Beth Israel will enter into a Cooperation Agreement between the City of Boston, acting by and through the Economic Development and Industrial Corporation (EDIC) and the Mayor's Office of Jobs and Community Services (OJCS), which will govern recruitment and hiring for designated categories of permanent employment positions.

In addition to the public benefits mentioned above, the Hospital has reached an agreement with the Mission Hill and Fenway communities on a comprehensive set of public benefits. A brief summary of these benefits is as follows:

- 1) Linkage - Beth Israel has agreed to a single 100,000 square foot exemption regarding housing and jobs linkage for all projects within the Master Plan.
 - Beth Israel will make a \$1.1 million Housing Contribution for The Clinical Center Phase 1 and work with the community to develop a Housing Creation proposal for use of linkage funds to support neighborhood initiatives in the adjoining residential communities.
 - Beth Israel will make a \$225,000 Jobs Creation Contribution for The Clinical Center Phase 1 and work with the adjacent communities to develop a Jobs Creation Proposal for use of linkage funds.
- 2) Community Trust - Commitment to a \$2.2 million contribution to the Fenway and Mission Hill Community Trust.

- 3) Community Health Centers - Beth Israel has extensive relationships, including provision of staff and admitting privileges with the Dimock Community Health Center in Roxbury, Fenway Community Health Center, Roxbury Comprehensive Community Health Center, East Boston Neighborhood Health Center and South Cove Community Health Center. In response to Mayor Flynn's concerns about inner city infant mortality, Beth Israel has committed \$500,000 annually to fund personnel and programs. Beth Israel has agreed that it will maintain its level of financial and staff support at least through 1995.
- 4) Job Training and Employment - Beth Israel has agreed to work in partnership with the Mission Hill and Fenway communities on a series of initiatives which are intended to increase the employment of neighborhood residents at the Hospital, including the following:
 - Development of a Job Creation proposal which will address creation of a neighborhood employment and training facility in Mission Hill with job outreach, training and placement to the Mission Hill and Fenway neighborhoods.
 - Designation of a staff person to coordinate the hospital's job counselling, training and recruitment programs.
 - Posting and advertising of job availability on a regular basis at locations and in publications to be agreed upon by the community, in addition to the hosting of regular job fairs.
 - Recruitment of youths and students to employment opportunities.
- 5) Neighborhood Residency - Beth Israel will work with local community groups on housing initiatives to support and stabilize the existing housing stock in Mission Hill and the Fenway. Specifically, efforts include:
 - Development of incentives to encourage Beth Israel employees to seek housing in the Fenway and Mission Hill neighborhoods.
 - Provision of information to its employees which promotes residency in these neighborhoods.
 - Preparation of Housing Creation proposals which will support the stabilization of the housing stock in adjacent neighborhoods.
- 6) Purchasing and Contracting - Beth Israel will develop a purchasing and contracting program with local small businesses, including designation of an individual to coordinate programs and to identify and maintain a listing of local businesses and the products and services they offer. Beth Israel's purchasing department will incorporate this list into its purchasing program. Local suppliers will routinely be included in all relevant mailings on items that will be put out for bid or for negotiation.
- 7) Retail Space - The Hospital has agreed that retail space at the Hospital will not compete with existing neighborhood retail space in Brigham Circle and along

Tremont and Boylston Streets.

PAYMENT-IN-LIEU-OF-TAXES

Beth Israel Hospital will enter into a Payment-In-Lieu-Of-Taxes (PILOT) Agreement with the City of Boston. Negotiations are now underway, and a minimum \$100,000 payment has been agreed to.

TRANSPORTATION ACCESS PLAN AGREEMENT

The Master Plan and its first project, the Phase 1 Clinical Center, have undergone an extensive review by the Boston Transportation Department. A Transportation Access Plan Agreement for the Master Plan projects (Master Plan TAP Agreement) has been prepared and includes provisions for the proposed Phase 1 Clinical Center project. A Master Plan TAP Agreement satisfactory to the Commissioner of BTD will be executed prior to the issuance of a building permit for the construction of the Clinical Center.

The Master Plan TAP Agreement reflects lengthy discussion with the adjacent communities. It sets forth goals for transit and van/carpool usage, and the maintenance of vehicular capacity and pedestrian safety on area streets such as Longwood Avenue and the Sears rotary. It establishes a comprehensive parking policy for the campus. It requires the Hospital's annual monitoring of the achievement of these goals and objectives. The mitigation program to achieve these goals include the following commitments from the Hospital:

Transit

- The Hospital will increase its subsidy of transit pass purchases to 35%.
- The Hospital will create a bus stop on Brookline Avenue at a location which will facilitate bus loading and minimize traffic impacts.

Ridesharing

- The Hospital will expand its promotion of and incentives for ridesharing.

Traffic Circulation

- The Hospital will widen Binney Street to accommodate traffic to and from the Clinical Center Garage and will install a traffic signal at the Binney St./Longwood Avenue intersection.
- The Hospital will widen Longwood Avenue from Binney Street to Brookline Avenue.
- The Hospital will reconstruct its service road from Brookline Avenue to Binney Street as a two-lane roadway and will encourage its use for public access to the Clinical Center garage.

and the fact that the Committee has been unable to reach a decision on the matter. The Committee has been unable to reach a decision on the matter.

THE COMMITTEE'S POSITION ON THE MATTER

The Committee has been unable to reach a decision on the matter. The Committee has been unable to reach a decision on the matter.

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Area Transportation Plan

- The Hospital will contribute \$25,000 to the City's development of an area transportation plan.

CONCLUSION

BRA staff recommends that the Authority: (1) approve Zoning Text and Map Amendments establishing the Beth Israel Hospital Institutional District; (2) approve the Beth Israel Hospital Institutional Master Plan; (3) authorize the Director to enter into a Master Plan Cooperation Agreement with Beth Israel Hospital and any agreements required by the Master Plan Cooperation Agreement; (4) approve the Development Impact Project Plan ("DIP Plan") submitted by Beth Israel Hospital in connection with the proposed Clinical Center Project ("The Clinical Center Phase I"); (5) authorize the Director to enter into a Development Impact Project Agreement ("DIP Agreement") with Beth Israel Hospital in connection with The Clinical Center Phase I; and (6) authorize the Director to issue an Adequacy Determination for The Clinical Center Phase I upon completion of the Authority's Article 31 process.

Appropriate votes follow:

VOTED: That the Boston Redevelopment Authority authorizes the Director to petition the Zoning Commission to adopt Article ____ and a related map amendment establishing the Beth Israel Hospital Institutional District in substantial accord with the amendments submitted to the Authority at its hearing on September 16, 1992, and further ✓

VOTED: That the Boston Redevelopment Authority approves the Beth Israel Hospital Institutional Master Plan as submitted to the Authority at its hearing on September 16, 1992, subject to the condition that The Clinical Center garage will be reduced one floor to five stories; and further ✓

VOTED: That the Boston Redevelopment Authority authorizes the Director to petition the Zoning Commission to approve the Beth Israel Hospital Institutional Master Plan submitted to the Authority at its hearing on September 16, 1992 and to adopt a zoning map amendment establishing the Beth Israel Hospital Institutional Master Plan Area in substantial accord with the map amendment submitted to the Authority at its hearing on September 16, 1992. ✓

VOTED: That with respect to the Master Plan Cooperation Agreement presented to the Authority at its hearing on September 16, 1992 (the "Master Plan Cooperation Agreement"), the Boston Redevelopment Authority authorizes the Director, in the name and on behalf of the Authority, to execute and deliver: (1) the Master Plan Cooperation Agreement substantially in the form presented at the Authority's September 16, 1992 hearing, and (2) all other ✓

agreements and documents required by or incidental to the Master Plan Cooperation Agreement; and further

VOTED: That with respect to the proposed project known as The Clinical Center Phase I (the "Proposed Project") presented to the Boston Redevelopment Authority at its public hearing on September 16, 1992 by the Beth Israel Hospital Association, 330 Brookline Avenue, Boston, MA ("Beth Israel Hospital"), the Boston Redevelopment Authority hereby issues the following findings, approvals, and authorizations:

1. With respect to the requirements of Articles 26A and 26B (Development Impact Projects) of the Boston Zoning Code, as amended:
 - a) the Boston Redevelopment Authority, after due consideration of the evidence presented at the Authority's public hearing on September 16, 1992, finds that the Development Impact Project Plan presented at said hearing (the "DIP Plan") (i) conforms to the general plan for the City of Boston as a whole; (ii) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (iii) does adequately and sufficiently satisfy all other requirements of Articles 26A and 26B for a Development Impact Project Plan; and further
 - b) the Boston Redevelopment Authority approves the DIP Plan presented at the Authority's September 16, 1992 hearing. Said DIP Plan is embodied in a written document entitled "Development Impact Project Plan for the Beth Israel Hospital, The Clinical Center" dated September 16, 1992 and in a series of schematic drawings listed in Exhibit B of said document; and further
 - c) the Boston Redevelopment Authority authorizes the Director, in the name and on behalf of the Authority:
 - (i) to execute and deliver: (1) a Development Impact Project Agreement substantially in the form presented at the Authority's September 16, 1992 public hearing (the "DIP Agreement"), and (2) any other agreements with Beth Israel Hospital required by or incidental to the DIP Agreement; and

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- (ii) to certify: (1) that plans submitted to the Inspectional Services Department in connection with the Proposed Project conform to the DIP Plan, at such time as the Director, in his discretion, determines that such plans so conform; and (2) that Beth Israel Hospital has entered into a DIP Agreement with the Authority that meets all of the requirements of Articles 26A and 26B of the Boston Zoning Code, as amended; and further
2. With respect to Development Review of the Proposed Project under Article 31 of the Boston Zoning Code, as amended, the Boston Redevelopment Authority authorizes the Director to issue an Adequacy Determination upon completion of the Authority's Article 31 process, provided that the final design review approval shall not be granted prior to the execution of a Transportation Access Plan Agreement for the Beth Israel Hospital Master Plan (the "Master Plan TAP Agreement"), and provided further that Beth Israel Hospital shall enter into a Boston Residents Construction Employment Plan, a Memorandum of Understanding, a First Source Agreement, and other necessary agreements with the Mayor's Office of Jobs and Community Services with respect to the Proposed Project; and further
3. The Boston Redevelopment Authority authorizes the Director to certify, in the name and on behalf of the Authority, that the plans submitted to the Inspectional Services Department in connection with the Proposed Project are consistent with the description of such Proposed Project in the Beth Israel Hospital Institutional Master Plan at such time as the Director, in his discretion, determines that such plans are so consistent; and further

VOTED: That any agreements or other documents executed by the Director on behalf of the Boston Redevelopment Authority pursuant to the authority granted by the foregoing votes shall include such terms and conditions as the Director deems appropriate and in the best interests of the Authority, the Director's execution and delivery of such agreements and other documents to be conclusive evidence of the Director's determination and of the authorization granted to him hereunder. All agreements, plans, and other documents approved by the Boston Redevelopment Authority, or executed by its Director, pursuant to such votes shall be on file in the office of the Boston Redevelopment Authority.



Beth Israel Hospital



View of Beth Israel Campus with The Clinical Center



View of Beth Israel Campus with Southeast Building



BETH ISRAEL HOSPITAL
THE CLINICAL CENTER PHASE I

Institutional Development Project
Fact Sheet
(September 16, 1992)

Project Name: The Clinical Center Phase I
Project Address: 364 Brookline Avenue
(corner of Longwood Avenue)
Developer: Beth Israel Hospital Association
Uses: Clinical
Development Program: 325,000 square feet Clinical
Development Cost: \$156 million ✓
Benefits:

Housing Linkage: \$1.1 million
Jobs Linkage: \$225,000
Construction Jobs: 300
Permanent Jobs: 450

Site Area: 2.3 acres

Campus FAR: 5.0

Underlying Zoning: H-3

Building Height: 168.5 ft.

Parking: 735 (circled) 930 (proposed) (circled)

Necessary Approvals:

Necessary Zoning Relief:

Development Review Status:

DIPP Hearing Date: September 16, 1992
BRA Hearing Date: September 16, 1992
BCDC: February 4, 1992
Board of Appeal Hearing: September 30, 1992 ✓

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Other Significant Dates:

Construction Timetable:

Estimated Start of Construction: 1992-IV

Estimated Completion of Construction: .

Construction Sequence:

Article 31 Review Process

PNF Submission: October 24, 1991

Scoping Determination Issuance: January 21, 1992

DPIR Submission: March 20, 1992

PAD Issuance: July 21, 1992

FPIR Submission:

AD Issuance:

From: [illegible]

To: [illegible]

Subject: [illegible]

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HOSPITAL WIDE PUBLIC BENEFITS

Support for Boston Neighborhood Health Centers

Contribution to Boston City Hospital

PILOT

"Choose Nursing" Training Program

"Family Van" Infant Mortality Prevention

"Healthy Moms" Prenatal Care

Community Service Contributions

40% of BIH Employees are Boston Residents

BIH Contribution to City's Economic Base:

Payroll and Purchasing

Research Activity

Minority Research Training

BIH Emergency Unit Never Closed

Patients Never Turned Away

THE CLINICAL CENTER
PUBLIC BENEFITS

	<u>TOTAL</u>	<u>THIS PHASE</u>
Housing Linkage	\$2.0 million for Affordable Housing	\$1.1 million
Jobs Linkage	\$400,000 for Jobs and Training	\$225,000
Neighborhood Trust	\$4.0 million for Mission Hill & Fenway	\$2.0 million
Construction Jobs		300
Permanent Jobs	500	
Open Space		Brookline Avenue Binney Street
Historic Preservation		MCA Building
Street Improvements		Longwood Avenue Binney Street
Traffic Mitigation		Widened Streets T Pass
Job Training/Employment		Job Creation Proposal
Neighborhood Procurement		
Walk-to-Work Program		

THE CLINICAL CENTER PUBLIC REPORT

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Dated: September 16, 1992

COOPERATION AGREEMENT
FOR
THE BETH ISRAEL HOSPITAL
INSTITUTIONAL MASTER PLAN

THIS AGREEMENT is entered into as of this ____ day of ____, 1992 by and between the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting in its capacity as the planning board for the City of Boston (the "Authority") and THE BETH ISRAEL HOSPITAL ASSOCIATION, a corporation created pursuant to M.G.L. c. 180 (together with its successors, assigns and legal representatives, the "Applicant" or the "Hospital").

WHEREAS, the Authority, on ____, 1992, approved an amendment (the "Proposed Zoning Amendment") to the Boston Zoning Code (the "Code") that requires certain projects for hospital uses, as defined in Article 2A of the Code ("Hospital Uses") to be described in an Institutional Master Plan approved by the Authority and the Boston Zoning Commission (the "Zoning Commission") before building permits may be issued for such projects; and

WHEREAS, the Authority, on ____, 1992, approved the Applicant's Institutional Master Plan, entitled "Beth Israel Hospital Institutional Master Plan 1991-2000" dated September, 1992, which describes certain projects the Applicant proposes to

develop on the Applicant's campus, as more particularly described in Exhibit A attached hereto (the "Hospital Campus") and elsewhere in the area to which this Master Plan applies (the "Master Plan Area") and which Master Plan may be amended to add other proposed projects or to change the project descriptions (which plan, together with any subsequent amendments thereto or renewals thereof, is referred to in this Agreement as the "Master Plan"); and

WHEREAS, the Zoning Commission, on _____, 1992, approved the Proposed Zoning Amendment and the Master Plan, and the appeal period for such actions by the Zoning Commission has expired; and

WHEREAS, the Applicant desires to develop those proposed projects described in the Master Plan (individually, a "Project" and collectively the "Master Plan Projects"); and

WHEREAS, the Applicant has received certain approvals for that project described in the Master Plan as "The Clinical Center Phase I," which approvals include: (1) a Final Adequacy Determination ("FAD") issued by the Authority on _____, 1992 pursuant to Article 31 of the Code, approving the Final Project Impact Report dated _____, 1992 (the "FPIR"); (2) schematic design approval by the Boston Civic Design Commission ("BCDC") pursuant to Article 28 of the Code, by decisions dated _____, 1992 and _____, 1992; and (3) schematic design approval by the Authority, by decision dated _____, 1992,

pursuant to the Authority's Development Review Procedures, as adopted in 1985 and amended in 1986 (the "Development Review Procedures"); and

WHEREAS, the Applicant is actively pursuing approvals for that project described in the Master Plan as "Research North"; and

WHEREAS, the Authority and the Applicant have agreed to enter into this Agreement for the purposes of: (1) ensuring ongoing compliance with the Master Plan in connection with the development of the Master Plan Projects; (2) setting forth the mitigation measures and other public benefits which the Applicant has agreed to provide in connection with such Master Plan Projects; and (3) ensuring ongoing compliance with Article 31 and Article 28 of the Code, and with the Development Review Procedures, in connection with the development of The Clinical Center Phase I;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority and the Applicant hereby agree as follows:

A. MITIGATION COMMITMENTS

1. Public Benefits Advisory Committee. The Authority shall establish a Public Benefits Advisory Committee ("PBAC"), which shall consist of community residents representing the diversity of the Fenway and Mission Hill neighborhoods to advise the Applicant and the Authority on achievement of the mitigation measures and other public benefits provided for in this Agreement in connection with Master Plan Projects, specifically including the Applicant's commitments with regard to job training and permanent employment set forth in Section A(5) and with regard to neighborhood residency set forth in Section A(7), but excluding statutory linkage described in Section 11(c) below. The PBAC shall have access to all public information filed with the City of Boston and the Authority in connection with this Agreement and the Master Plan Projects appropriate to its purpose as set forth above.

2. Transportation. Prior to approval by the Authority of design development drawings for the Clinical Center Phase I, the Applicant shall enter into a Master Plan Transportation Access Plan Agreement ("TAP Agreement") with the Commissioner of Transportation which shall govern all Master Plan Projects. The Master Plan TAP Agreement may be amended by mutual agreement of the parties hereto in connection with Development Review under Article 31 of the Code for any other Master Plan Project requiring such review to reflect the recommendations of the Boston Transportation Department and the Authority.

The TAP Agreement shall identify goals and objectives, as well as mitigation measures, that are reasonably satisfactory to the Applicant and the Commissioner of the Transportation. These may include, but shall not necessarily be limited to, the following commitments:

- (a) Commuter Mobility Program. Implementation of a comprehensive Commuter Mobility Program to ensure that traffic generated by the Applicant's Master Plan Projects does not adversely affect the local or regional roadway systems or the residential Fenway or Mission Hill neighborhoods. The goals of the Commuter Mobility Program will be: (i) to increase, to the maximum extent practicable, the use of mass transit and ridesharing by persons visiting or working in the Master Plan Area; (ii) to work in cooperation with businesses and institutions in the Longwood Medical Area ("LMA"), including those institutions represented by the Medical Academic and Scientific Community Organization, Inc. ("MASCO") and its Longwood Medical Area Transportation Management Association to make improved access to mass transit and ridesharing services available to all workers in the LMA; and (iii) to foster, through cooperative efforts with local and state government,

The agreement shall identify goals and objectives, as well as anticipated measures, that are necessary and sufficient to the applicant and the Commissioner of the Transportation. These measures shall not necessarily be limited to the following categories:

1. Commuter Mobility Program. Implementation of a comprehensive Commuter Mobility Program to ensure that traffic generated by the Applicant's Worker does not adversely affect the local or regional roadway system or the residential safety of the area. The goals of the Commuter Mobility Program will be to (a) increase the number of transit ridership, the use of mass transit and alternative to parking or walking to the Worker's place; (b) to work in cooperation with businesses and organizations in the Longwood Medical Area ("LMA") including those institutions represented by the National Academic and Hospital Association ("NAHA") and the Longwood Medical Area Transportation Management Association ("LMA-TMA") to make improved transit service more feasible and encouraging measures available to all workers in the LMA and LMA-TMA, and (c) to develop, implement, and maintain local and state government.

improvements in transportation facilities, programs and services.

- (b) Traffic Circulation Goals. Implementation of the following traffic circulation goals: (i) to improve access to Hospital parking facilities through roadway improvements on the Hospital Campus, including the widening and signalization of Binney Street and the improvement of the service road from Brookline Avenue to Binney Street to a design accommodating public use as a two-lane one-way access road to the Clinical Center garage; (ii) to cooperate with the City of Boston, MASCO and other appropriate parties to improve traffic circulation within the LMA by such measures as the Hospital causing the widening of Longwood Avenue between Binney Street and Brookline Avenue; to work with the MBTA to eliminate conflicts between buses and other vehicular movements; to cooperate with current planning efforts to create a connection between Blackfan Street and Avenue Louis Pasteur; and, at such time as the existing Hospital parking garage site is redeveloped, to provide, if feasible, a two-lane connection between the end of Binney Street and the terminus of whatever new roadway may be constructed between the Hospital Campus and

improvements in transportation facilities,
programs and services.

The Traffic Circulation Goals. Implementation of the
following traffic circulation goals: (i) to
improve access to hospital parking facilities
through roadway improvements on the Hospital
Drive, including the widening and signalization
of Ninety Street and the improvement of the
access road from Birchline Avenue to Ninety
Street to a design accommodating traffic and as a
two-lane one-way access road to the Hospital
Campus; (ii) to cooperate with the City of
Boston, Massachusetts and other appropriate agencies to
improve traffic circulation within the area by such
measures as the Hospital Council has identified as
improved access between Ninety Street and
Birchline Avenue to work with the City to
eliminate conflicts between roads and signs
vehicles as appropriate; to coordinate with
signalized streets to create a continuous flow
between Ninety Street and Birchline Avenue; and, to
work with the existing Hospital parking facility
area to be improved, to provide, if feasible, a
two-lane one-way access to the end of Ninety
Street and the creation of additional new parking
area to be provided between the Hospital Campus and

Avenue Louis Pasteur; and (iii) to improve intersections affecting the nearby Fenway residential community, including but not limited to the Boylston Street/Brookline Avenue/Park Drive intersection, as agreed to in consultation with BTB and community representatives.

- (c) Parking Policy - The Applicant will carry out a parking policy designed to discourage the use of single passenger commuter vehicles. This policy will include an allocation of spaces which gives priority to patients and visitors in facilities closest to Hospital Campus and which directs general employees to spaces outside the LMA.
- (d) Parking Deficit - The Applicant and the Authority hereby acknowledge that there currently exists a shortfall in the number of parking spaces leased by the Applicant outside the LMA for use by its employees. In this regard, the Authority agrees to cooperate with the Applicant in identifying and obtaining approvals for additional off-street parking facilities to reduce this shortfall and the Applicant hereby agrees: (i) to notify the Authority in advance of the Applicant's intent to terminate or not to renew any lease for such a parking facility; and (ii) to review, in the

course of development review under Article 31 for Phase II of the Clinical Center, the status of the Applicant's efforts to reduce this shortfall.

(e) Compliance - In connection with the Development Review under Article 31 of the Code of any Master Plan Project requiring such review, the Applicant shall provide the Authority with all information necessary to enable the Authority to evaluate the Applicant's compliance with the Master Plan TAP Agreement. In determining whether to issue an Adequacy Determination under Article 31 for any Master Plan Project, the Authority, in consultation with the Boston Transportation Department ("BTD"), will consider:

(a) whether the Applicant has exercised good faith efforts to achieve all of the objectives of the Master Plan TAP Agreement; and

(b) whether the Applicant is in compliance with its mitigation obligations set forth in the Master Plan TAP Agreement to the extent that compliance with such obligations is within the control of the Applicant.

3. Construction Impacts. Prior to issuance of a building permit for a Master Plan Project subject to Development Review under Article 31 of the Code, the Applicant shall submit a Construction Management Plan ("CMP") for the Project to the PBAC, the Authority, and BTB. The CMP shall identify construction parking and traffic impacts and specify mitigation measures to be implemented during the construction of the Project that are reasonably satisfactory to the Commissioner of Transportation. Such measures may include limitations on hours of heavy construction; construction traffic routes; and parking sites for construction workers which are not located on residential streets. The Applicant shall also cause its general contractor to enter into a Construction Management Agreement with the Authority which shall obligate the general contractor to implement the mitigation measures identified in the CMP, including, where appropriate, using covered walkways to protect pedestrians on the perimeter of Project sites abutting public ways and conducting on-going observation of the water table at the Project site perimeters during construction. The parties acknowledge that the Applicant intends to use the slurry wall method of constructing the foundation of the Clinical Center Phase I, which method will minimize groundwater infiltration into the Project site during excavation and is therefore expected to reduce the fluctuation of groundwater levels around the site.

4. Construction Employment. Prior to issuance of a building permit for any Master Plan Project, the Applicant shall

3. Construction Impact. Prior to issuance of a building

permit for a Master Plan Project subject to Development Review under Article 11 of the Code, the Applicant shall submit a Construction Management Plan ("CMP") for the Project to the TWC, the Authority, and HUD. The CMP shall identify construction parking and traffic impacts and specify mitigation measures to be implemented during the construction of the Project that are reasonably satisfactory to the Commissioner of Transportation. Such measures may include limitations on hours of work, construction restricted traffic routes, and parking areas for construction vehicles which are not located on residential streets. The Applicant shall also prepare the general construction plan and a Construction Management Agreement with the Authority which shall mitigate the general construction to implement the mitigation measures identified in the CMP. Including, where appropriate, being covered withways to protect construction on the perimeter of Project sites during construction and providing on-going observation of the work area as the Project site perimeter during construction. The permittee acknowledges that the Applicant is aware of the likely need to constructing the foundation of the Project Center Phase 1, which would also include groundwater infiltration into the Project site during construction and is hereby agreeing to reduce the likelihood of groundwater levels within the area.

4. Construction Impact. Prior to issuance of a

building permit for any Master Plan Project, the Applicant shall

execute a Boston Residents Construction Employment Plan, consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy, dated July 12, 1985, which shall set forth in detail the Applicant's plan to ensure that its general contractor, and those engaged by the general contractor for construction of the Project on a craft by craft basis, use good faith efforts to meet the following Boston Residents Construction Employment Standards:

(a) at least 50% of the total employee worker hours shall be by bona fide Boston residents; (b) at least 25% of the total employee worker hours shall be by minorities; and (c) at least 10% of the total employee worker hours in each trade shall be by women. Worker hours, as defined in such plan, shall include on-the-job training and apprenticeship positions. The Boston Residents Construction Employment Plan shall include:

(i) confirmation of the general contractor's commitment to promote job opportunities to residents of Mission Hill and the Fenway; and (ii) designation of a staff person to ensure compliance with that commitment and with the requirements of the Boston Residents Construction Employment Plan. The Applicant, will, in consultation with the PBAC, work with its general contractor to ensure compliance with the Boston Residents Construction Employment Plan as it relates to construction employment recruitment in the Mission Hill and Fenway communities. In particular, the Applicant will cause its general contractor to keep an accurate record of the number of employment

inquiries received by the general contractor from Fenway and Mission Hill residents; the number of such residents hired during the previous reporting period; and the total percentage of the general contractor's work force on the project which comprises such residents and the Applicant shall ask its general contractor to make a report of such matters at each job meeting during construction of any Master Plan Project. The Applicant will also work with its general contractor to assist such residents in securing construction employment by providing a written handout to those inquiring about construction employment, describing union hiring procedures, eligibility criteria and existing apprenticeship programs.

5. Job Training and Permanent Employment. The Applicant agrees to work in partnership with the PBAC to undertake the following measures intended to provide job preparedness, job training, permanent employment opportunities, and youth employment in the Mission Hill and Fenway neighborhoods.

- (a) Permanent Employment Opportunities. Prior to issuance of a building permit for each Master Plan Project, the Applicant shall execute a Memorandum of Understanding in connection with the Project, which shall specify measures to recruit candidates from the Mission Hill and Fenway neighborhoods for permanent jobs created by the Project, including:
 - (i) posting notice of available positions on a

industries received by the general contractor from January and
March 1961 to January 1962; the number of such residents and during
the previous reporting period; and the total percentage of the
general contractor's work force on the project which comprises
such residents and the Applicant shall file its general contractor
to have a report of such matters at each job meeting during
construction of any Master Plan Project. The Applicant will also
work with the general contractor to assist such residents in
securing construction employment by providing a written contract
to those applying about construction employment, describing
which training opportunities, eligibility criteria and training
opportunities program.

3. Job Training and Employment Program. The Applicant
agrees to work in partnership with the BAA to establish the
following program intended to provide job opportunities for
training, management employment opportunities, and provide
employment in the Mission Hill and Fenway neighborhoods.

4. Employment Opportunity Guidelines. Prior to
commencement of a building project for each Master Plan
Project, the Applicant shall develop a Memorandum
of Understanding in consultation with the BAA
which shall identify measures to recruit and train
residents of the Mission Hill and Fenway neighborhoods for
employment jobs created by the project, including:
(a) posting notice of available positions on a

regular basis, which shall be at least monthly, at locations to be agreed upon in consultation with the PBAC, and making copies of such notices available to community organizations through the PBAC; periodically publishing a notice in community papers in each of the Fenway and Mission Hill neighborhoods as to the availability of positions at the Hospital and the location or locations in such community at which such positions have been posted; (iii) conducting periodic job fairs no less often than annually to publicize available employment opportunities for Mission Hill and Fenway residents; and (iv) offering job counselling sessions for potential employees as appropriate. The Memorandum of Understanding shall include an Employment Opportunity Plan which provides that permanent employment opportunities created by the Project will be made available to Boston residents, subject to availability of positions and candidates' skills. The Master Plan states that approximately 41% of existing Hospital employees are residents of the City of Boston. The Applicant agrees to make good faith efforts to provide that an equal or greater percentage of permanent employment generated by Master Plan Projects consist of Boston residents.

regular basis, which shall be at least monthly, at
locations to be agreed upon in consultation with
the FRC, and making copies of such notices
available to community organizations through the
FRC; periodically publishing a notice in
community papers in each of the FRC's and Boston
City neighborhoods as to the availability of
positions at the Hospital and the location of
positions in such community as well as
positions have been posted; with conducting
periodic job fairs no less often than annually to
provide available employment opportunities for
Boston City and FRC's residents and
the FRC's job opening information for
potential employees as appropriate. The
Department of Industrial Relations shall include in
its annual report the data which provides that
employment opportunities generated by the
FRC will be made available to Boston
City residents, subject to availability of positions
and resources. The FRC's first report
shall include all of the following information:
employment and training of the City of Boston.
The FRC's report shall include the number of
positions that are equal or greater percentage of
positions that are equal or greater percentage of
positions that are equal or greater percentage of
positions that are equal or greater percentage of

The First Source Agreement, to be executed and delivered to the Mayor's Office of Jobs and Community Service ("OJCS") no later than the date of issuance of the building permit for a Master Plan Project, shall provide that the Applicant will utilize: (i) affirmative action hiring practices for permanent jobs and solicitation through appropriate City agencies and community-based organizations; and (ii) the services of local community agencies such as the Private Industry Council-sponsored "Boston for Boston" placement office as its first source of referrals for entry level permanent positions in such project.

- (b) Youth Employment and Training. The Applicant shall work with the PBAC and with existing programs such as the Private Industry Council, Parker Hill/Fenway Neighborhood Service Center, Humphrey Occupational Center, and the Beth Israel Choose Nursing Program to recruit Mission Hill and Fenway youths for summer and school year internship positions and career training programs. In connection with the development of each Master Plan Project, the Applicant shall make a good faith effort to hire students who show an interest

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in health care professions and shall counsel students, interns, and trainees on finding post-secondary educational opportunities at Bunker Hill Community College, Roxbury Community College, and elsewhere.

- (c) Job Creation and Training. As described more fully in Section 11, below, the Applicant shall cooperate with the PBAC to develop one or more Jobs Creation Proposals to target jobs linkage funds generated by Master Plan Projects to support job training programs in the health care industry for the benefit of the Fenway and Mission Hill communities. The Hospital agrees to explore locating job training programs, such as English as a Second Language programs, which do not require on-site facilities and equipment in the Mission Hill and Fenway communities.

To maximize the efficiency of its job training efforts, the Applicant will work with the City of Boston's Economic Development and Industrial Corporation ("EDIC") and OJCS, to coordinate, and if feasible integrate, the Applicant's job training efforts with existing education and training programs serving the Fenway and Mission Hill communities.

As part of all of its job training activities, the Applicant shall make a good faith effort to match trainees with permanent long-term employment opportunities at the Hospital and at other locations operated by the Hospital based on availability of positions and candidates' skills.

- (d) Staff Coordinator. The Applicant agrees to designate a staff person to coordinate the job training and recruitment efforts described in this Section 5, and will periodically review the results of these efforts with the PBAC. Such staff coordinator will participate in any neighborhood employment advisory committee established by the Authority which includes representatives of other LMA institutions, the Fenway and Mission Hill neighborhoods and the Authority.

6. Procurement. The Applicant agrees to make good faith efforts to procure goods and services from businesses located in the Mission Hill and Fenway communities to the extent that they are of a quality comparable to, and at prices competitive with, those of other vendors which the Applicant would use, through the following measures:

as part of all of its continuing activities, the
applicant shall make a good faith effort to reach
agreement with concerned long-term employees
representatives of the Hospital and its other
institutions operated by the Hospital based on
recognition of positions and management skills.

10. Right of Representation. The applicant agrees to
maintain a staff person to coordinate the job
relations and representation matters between the
Hospital and the employees. The applicant agrees to
represent the employees in all matters which the
employees are entitled to represent under the
National Labor Relations Act, including the right
to bargain collectively with the Hospital. Such
representative will participate in any
negotiations between the Hospital and the
employees. The Hospital agrees to recognize the
representative as the exclusive representative of
the employees for all purposes under the
National Labor Relations Act, including the right
to bargain collectively with the Hospital.
The Hospital agrees to recognize the
representative as the exclusive representative of
the employees for all purposes under the
National Labor Relations Act, including the right
to bargain collectively with the Hospital.

11. Representation. The applicant agrees to make good faith
efforts to provide good representation to the employees in
the Hospital and to make good faith efforts to
provide good representation to the employees in
all matters which the employees are entitled to
represent under the National Labor Relations Act,
including the right to bargain collectively with
the Hospital. The Hospital agrees to recognize the
representative as the exclusive representative of
the employees for all purposes under the
National Labor Relations Act, including the right
to bargain collectively with the Hospital.

(a) Business Directory. In cooperation with the PBAC, the Applicant will compile a list of businesses located in the Mission Hill community which could provide goods or services to the Applicant, will incorporate such information into the computer database used by the Applicant's purchasing department and will periodically update such information.

(b) Mailing List. The Applicant will make such businesses aware of opportunities to provide goods or services to the Applicant by adding such businesses to the Applicant's mailing list of vendors. Such mailings may include information on goods and services that will be put out for bid or negotiation; invitations to relevant vendor fairs held by the Applicant; and notices of opportunities to provide goods or services on a standby or occasional basis.

(c) Contractors. The Applicant shall provide its contractors and subcontractors with updated information on products and services available from such businesses.

7. Neighborhood Residency. The Applicant acknowledges that increasing the percentage of the Applicant's employees who

1. Business Information. In cooperation with the EAC, the applicant will compile a list of businesses located in the business field community which would provide goods or services to the applicant. This information will be provided to the applicant's business and will periodically update such information.

2. Business List. The applicant will make such businesses aware of opportunities to provide goods or services to the applicant by subject area. The applicant will provide information on goods and services that will be provided to the applicant. The applicant will provide information on goods and services that will be provided to the applicant. The applicant will provide information on goods and services that will be provided to the applicant. The applicant will provide information on goods and services that will be provided to the applicant.

3. Business List. The applicant will provide information on goods and services that will be provided to the applicant. The applicant will provide information on goods and services that will be provided to the applicant. The applicant will provide information on goods and services that will be provided to the applicant. The applicant will provide information on goods and services that will be provided to the applicant.

4. Business List. The applicant will provide information on goods and services that will be provided to the applicant. The applicant will provide information on goods and services that will be provided to the applicant. The applicant will provide information on goods and services that will be provided to the applicant. The applicant will provide information on goods and services that will be provided to the applicant.

live in the Mission Hill and Fenway neighborhoods will reduce automobile commuting to the Hospital and increase the economic benefits available to the Mission Hill and Fenway communities from the Hospital's projects. In order to provide incentives to encourage residency of Hospital employees in the Mission Hill and Fenway neighborhoods, as well as to minimize automobile commuting to the Hospital, the Applicant has initiated a "Walk-to-Work" program which is intended to be implemented throughout the Longwood Medical Area in cooperation with MASCO. Among the elements of such a program, as it relates to the Hospital, shall be the following:

- (a) Pamphlets. Based on information and guidance provided by the PBAC and the Mission Hill and Fenway communities, the Applicant will cooperate with MASCO to prepare an informational pamphlet on each neighborhood which portrays the historic architecture, civic, cultural and community events, and other distinctive features of the Fenway and Mission Hill neighborhoods and provides information on housing rental and purchase opportunities. The Applicant shall distribute such pamphlets at all orientation sessions for new employees and shall make such pamphlets available generally at any of the Applicant's offices that assist employees in locating housing.

live in the station Hill and Twenty neighborhoods will receive
automobile ownership to the hospital and address the economic
benefits available to the station Hill and Twenty neighborhoods
from the hospital's presence. In order to provide incentives to
exchange ownership of hospital facilities in the station Hill and
Twenty neighborhoods, as well as to attract neighborhood ownership
to the hospital, the applicant has initiated a "Home-to-Work"
program which is intended to be implemented throughout the
hospital's Hill and Twenty neighborhoods and which, among the
elements of such a program, as it relates to the hospital, shall
be the following:

- (a) Employment: Based on interviews and discussions
conducted by the Hill and Twenty neighborhoods and
Twenty neighborhoods, the applicant will cooperate
with them to secure an additional hospital as
well as neighborhood which provide the hospital
with employment, living, cultural and economic
benefits, and other distinctive features of the
Hill and Twenty Hill neighborhoods and provide
employment to the hospital staff and personnel
employed. The applicant shall maintain
"good relations" with the neighborhood residents for the
purpose of the hospital and shall make such facilities available
whenever possible to the applicant's staff and
personnel as to the hospital's location.

(b) Articles. The Applicant will further inform employees of housing within walking distance of the Hospital Campus through periodic articles in its monthly newsletter.

(c) Bulletin Boards. The Applicant will arrange for posting, at one or more Hospital Campus bulletin boards, listings of available housing in the Fenway and Mission Hill neighborhoods. Such boards shall be adequate in size and number to accommodate reasonable demand and shall be located in areas readily accessible to the public and visible to the Applicant's employees. The Applicant shall inform Mission Hill and Fenway residents of the availability of such bulletin boards through periodic notices in at least one publication serving each of the Fenway and Mission Hill neighborhoods. The Applicant shall inform its employees of the availability of such bulletin boards through its employee newsletter.

(d) Listings. In cooperation with MASCO, the Applicant will maintain, through its Office of Community Relations, a list of realtors, housing managers and non-profit housing owners in the Mission Hill and Fenway neighborhoods for use by Hospital employees. The Applicant, in cooperation

with the PBAC, shall inform realtors, housing managers and non-profit housing owners in the Fenway and Mission Hill neighborhoods of the availability of this service and the procedures for listing information and shall inform its employees of the availability of this service through its employee newsletter.

8. Retail Space. Prior to completion of each Master Plan Project proposed to contain retail space, the Applicant shall provide information on the availability of retail space in such Project to the PBAC and to community organizations serving the Fenway and Mission Hill neighborhoods and shall make a good faith effort to recruit community-based retailers for such space. In addition, the Applicant shall use good faith efforts to limit the use of the retail space to retail uses which serve the needs of the Hospital Campus and the Longwood Medical Area and do not directly compete with existing neighborhood-based retail establishments in the Brigham Circle, West Boylston Street or Tremont Street neighborhood business districts.

9. Community Health Care. In response to the City's concern about the availability of community health care services, and in particular about infant mortality, the Hospital has made a substantial commitment to provide community health care to the Mission Hill and Fenway neighborhoods and to the City. The Applicant's contributions of financial support and health care

with the same small scale of service, located
between and non-profit housing centers in the
Hawley and Weston Hill neighborhoods of the
availability of this service and the procedures
for listing information and their status as
segments of the availability of this service
through the regular channels.

5. Project Objectives - To develop a plan

Project proposed to provide retail space, the project shall
provide information on the availability of retail space in each
project in the field and to determine appropriate services for
Hawley and Weston Hill neighborhoods and other areas of the field.
In addition, the project shall determine the needs of the
use of the retail space to retail and other services in the area of
the Hospital Campus and the Hospital Hill area and to
directly compare with existing neighborhood-based retail
establishments in the area. The project shall determine the
amount of retail space needed in the area.

6. Community Health Fair - In response to the City's
request about the availability of community health care services,
and in particular about retail space, the Hospital has made a
substantial commitment to provide community health care in the
Hawley Hill and Weston Hill neighborhoods and to the City. The
applicant's commitment to financial support and other

services during 1992 are described below. Where applicable, the monetary value of such support is set forth in Exhibit B attached hereto. The Applicant agrees to continue to provide a substantial commitment to such community health care services in accordance with Department of Public Health requirements, through at least fiscal year 1995.

(a) Community Health Care Centers.

- (1) Dimock Community Health Center, Roxbury: A certified midwife and a rotating resident from Beth Israel Hospital provide all prenatal care at the Center, with a senior Hospital physician providing backup coverage. The Beth Israel Obstetrical Faculty Practice Plan covers all deliveries. The Medical Director of the Dimock Center has admitting privileges at the Hospital and admits the majority of the Center's medical patients to the Hospital, with referrals to the Hospital's specialty physicians and clinics. The Hospital also maintains an obstetrical affiliation with the Neil J. Houston House at Dimock, a residential program offering pregnant women in the criminal justice system an alternative to incarceration during pregnancy. Beth Israel Hospital provides prenatal medical care,

ambulatory OB services, and delivery at the Hospital.

(2) Fenway Community Health Center: Up to three full-time internists have admitting privileges at Beth Israel Hospital and admit the majority of their medical patients to the Hospital, with specialty referrals to its clinics and physicians.

(3) Roxbury Comprehensive Community Health Center: The Center's two obstetricians have admitting privileges and faculty appointments in OB/GYN at the Hospital.

(4) East Boston Neighborhood Health Center: Two physicians with Hospital faculty appointments provide obstetrical care at the Center. All physicians based at the Center have admitting privileges at the Hospital and admit the majority of their medical patients to the Hospital. Full-time Hospital faculty surgeons rotate at the Center to cover their clinics and to admit all surgical patients to the Hospital.

(5) South Cove Community Health Center: The Center's one part-time obstetrician has a faculty appointment at the Hospital. This physician and

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(4) General Hospital, ...

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the Center's certified nurse midwife have
admitting privileges at the Hospital.

(b) Prenatal Health Care. In addition to providing general health care support to community health centers, as described above, the Applicant has agreed to provide an advisor to the Project Life Board of Directors and agrees, as part of its support for Project Life, to continue to provide such professional advice to the Board.

(c) Boston City Hospital. In response to a request from the City of Boston to cover an operating shortfall for fiscal year 1993 for Boston City Hospital, the Applicant has agreed to commit \$201,000 to Boston City Hospital during 1992.

(d) Hospital Based Programs. (i) The Family Van, headed by a Hospital physician and funded in part by the Hospital, is a vehicle-based community health program delivering care to inner city people of child bearing age who are missed by current programs. Travelling between Dorchester, Roxbury and Mattapan, the Van provides education and counselling about reproductive issues, serves as an advocate for those who have had difficulty gaining access to the health care system, makes referrals to community agencies and offers

screening services to improve maternal and birth outcomes.

(ii) The Healthy Moms program was developed by the Hospital to improve access for women who need prenatal care. The program offers free taxi rides to and from or reduced rate parking at the Hospital for appointments; scholarships to childbirth education classes; onsite assistance with Medicaid applications; WIC information and applications; and interpreter services.

10. Waste Disposal. The Applicant shall comply with all federal, state and local statutes, rules and regulations relating to the generation, processing and disposal of medical wastes, hazardous substances and hazardous wastes in connection with all Master Plan Projects and will operate and maintain all such Projects in compliance with all such requirements. The Applicant currently employs a full-time environmental compliance officer charged with ensuring that all hospital operations, including medical and laboratory research, comply with these requirements. The Applicant agrees to continue to employ a full-time environmental compliance officer. Such individual shall be prepared to coordinate a response to any emergency which might occur at any Master Plan Project involving medical wastes, hazardous substances, or hazardous wastes.

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10. Water Supply - The ... shall comply with all ...
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In any Master Plan Project where experiments involving the use of animals are conducted, all such experiments shall be conducted in compliance with all applicable guidelines and standards promulgated by the National Institutes of Health, and all applicable federal, state, and local laws and regulations concerning the care and use of laboratory animals.

11. Development Impact Project Requirements.

(a) Development Impact Project Contributions. The Applicant shall enter into an Agreement with the Authority pursuant to Articles 26A and 26B of the Code ("DIP Agreement") with regard to any Master Plan Project or phase thereof that is subject to linkage.

(1) Housing. Pursuant to each DIP Agreement, the Applicant shall make a Development Impact Project Contribution, which shall include a Housing Contribution Grant in an amount to be calculated in accordance with Article 26A. For The Clinical Center Phase I, the amount of the Housing Contribution Grant is estimated to be \$1,123,245.00. For each Master Plan Project that is subject to a DIP Agreement, the Applicant shall work with the PBAC and the Authority to develop and submit to the Neighborhood Housing Trust one

In any event, the Project shall be approved by the Board of Directors of the Corporation, and the Board of Directors shall be authorized to execute all documents and agreements in connection with the Project, and the Corporation shall be authorized to execute all documents and agreements in connection with the Project, and the Corporation shall be authorized to execute all documents and agreements in connection with the Project.

II. ASSIGNMENT OF PROJECT

(a) Assignment of Project The Corporation shall have the right to assign the Project to any person or entity, and the Corporation shall be authorized to execute all documents and agreements in connection with the Project, and the Corporation shall be authorized to execute all documents and agreements in connection with the Project.

(b) Assignment of Project The Corporation shall have the right to assign the Project to any person or entity, and the Corporation shall be authorized to execute all documents and agreements in connection with the Project, and the Corporation shall be authorized to execute all documents and agreements in connection with the Project.

or more proposals for the use of proceeds from the Applicant's Housing Contribution Grant to benefit the Fenway and Mission Hill neighborhoods. In connection with The Clinical Center Phase I, such proposals will make a particular attempt to address the issue of housing foreclosure within the Fenway and Mission Hill communities.

(2) Jobs. Pursuant to each DIP Agreement, the Applicant shall make a Development Impact Contribution, which shall include a Jobs Creation Grant in an amount to be calculated in accordance with Article 26B. For The Clinical Center Phase I, the amount of the Jobs Contribution Grant is estimated to be \$224,649.00. For each Master Plan Project that is subject to a DIP Agreement, the Applicant agrees to work in partnership with the PBAC to develop and submit to the Neighborhood Jobs Trust one or more Job Creation Proposals under Article 26B of the Code, using proceeds from the Applicant's Jobs Contribution Grant to benefit the Mission Hill and Fenway neighborhoods. For the Clinical Center Phase I, such Jobs Creation Proposal will include a proposal to use such proceeds to enable the PBAC to hire a consultant or consultants reasonably acceptable to the Applicant to study the feasibility: (a) of

establishing a job training center in the Mission Hill community to train Mission Hill residents for permanent health care jobs in LMA institutions; and (b) of establishing and funding a full time staff director for a Neighborhood Employment Advisory Committee comprising representatives of other LMA institutions, the Fenway and Mission Hill neighborhoods and the Authority. Such study or studies shall address such issues as the Applicant and the PBAC shall determine.

(b) Development Impact Project Exclusion.

Notwithstanding the provisions of Articles 26A and 26B of the Code, the Applicant agrees that, during each term of the Master Plan, an exclusion from the linkage requirements of Article 26A and 26B will be allowed only for an aggregate of 100,000 square feet of additional floor area included in the Master Plan.

(c) Community Trust Fund. In addition to its obligations under Articles 26A and 26B of the Code, the Applicant is obligated to contribute to a Mission Hill/Fenway Neighborhood Trust established by legislation for the disposition of the Massachusetts College of Art site, Chapter 208 of the Laws of 1988. Such contribution will be

equal to two times the Housing Contribution Grant required for The Clinical Center.

B. PROJECT COMPLETION

1. Project Completion. (a) Each Master Plan Project shall be deemed completed when the Applicant has substantially completed construction of the Project in substantial accord with approved construction documents and the same is substantially ready for occupancy, except for (i) items of work and adjustment of equipment and fixtures which can be completed after occupancy has occurred, i.e., so-called punchlist items, (ii) landscaping and other similar work which cannot then be completed because of climatic conditions or other reasons beyond the reasonable control of the Applicant, and (iii) with respect to tenant space, items of work normally left for completion pursuant to the requirements of specific occupancy agreements and interior work to be performed to tenants' specifications.

(b) Within thirty (30) days after the Applicant's request, the Authority shall issue either: (i) a Project Certificate of Completion to the Applicant and to any mortgagee of the Project; or (ii) a written statement ("Non-Completion Statement"), indicating with specificity in what respect the Applicant has failed to complete the Project in accordance with the Master Plan, the Project's Article 31 Final Project Impact Report ("FPIR"), if applicable, or this Agreement, or is otherwise in

2. Study Design

The study was designed to evaluate the effectiveness of the treatment in the clinical center.

The study was conducted in the clinical center and the results are as follows:

The study was conducted in the clinical center and the results are as follows:

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The study was conducted in the clinical center and the results are as follows:

default of its obligations to the Authority and what measures or actions will be necessary, in the reasonable opinion of the Authority, for the Applicant to take or perform in order to obtain such Certificate of Completion; upon compliance by the Applicant with the requirements of any Non-Completion Statement for the Project, the Authority shall issue a Certificate of Completion for the Project. The Certificate of Completion shall be in recordable form and shall be conclusive evidence that the Project has been completed in accordance with the Master Plan and, if applicable, the Project's FPIR and that all obligations to the Authority thereunder and under this Agreement have been fulfilled (except any obligation hereunder which by its terms survives the completion of construction of the Project, which obligation when cited in the Certificate of Completion shall survive the issuance of the Certificate of Completion). If the Authority shall refuse or fail to provide either a Certificate of Completion or a Non-Completion Statement to the Applicant or any such mortgagee within thirty (30) days after the Applicant's request for any Certificate of Completion, then the Certificate of Completion requested shall be deemed to have been issued. The Applicant and any such mortgagee may record an affidavit with the Suffolk County Registry of Deeds, which affidavit shall attest to the adequacy of notice to the Authority, the elapsed time without a response from the Authority, and the substantial completion of the Project in accordance with the provisions of this Agreement. Such affidavit shall be conclusive evidence as to the facts stated therein and as to the completion of the Project, in

accordance with the Master Plan, the Project's FPIR, and this Agreement.

2. Abandonment of Project. If, in the future, the Applicant shall, in its reasonable judgment, determine that it has become infeasible to proceed with the whole or a portion of a Master Plan Project, then in such case and after substantiation by the Applicant deemed reasonably adequate by the Authority of the reasons for not being able to proceed, the Authority shall cooperate with the Applicant to modify, alter, or amend its previous approvals of the Project and this Agreement in order to allow the Applicant the opportunity to reasonably develop the Project site. If the parties acting in good faith cannot agree as to appropriate modifications, alterations, or amendments thereto then the Authority agrees, upon the Applicant's request, to approve an amendment to or renewal of the Master Plan which deletes the Project or those portions which are unbuilt; whereupon all obligations of the parties hereto or, if the Project has been partially completed, all obligations of the parties hereto relating to the unbuilt portions of the Project shall terminate and be of no further force and effect.

3. Master Plan and DIP Plan Approval. The Authority acknowledges that, prior to approving (i) the Master Plan and (ii) Development Impact Project Plan pursuant to Sections 26A-3(1) and 26B-3(1) of the Code, the Authority found that each conforms to the general plan for the City as a whole and that

Accountant with the power to sign the project's 1978 and 1979
Agreement.

1. Assignment of Rights. It is the intent of the
agreement that, in the event of a dispute, the
dispute shall be resolved by the arbitrator. The
arbitrator shall be a person who is not a party to the
dispute and who is not a member of the project's
board of directors. The arbitrator shall be appointed
by the project's board of directors. The arbitrator
shall have the power to hear and decide the dispute
and to award damages. The arbitrator shall also have
the power to award costs and fees. The arbitrator
shall also have the power to award interest. The
arbitrator shall also have the power to award
attorney's fees. The arbitrator shall also have
the power to award punitive damages. The arbitrator
shall also have the power to award punitive
damages. The arbitrator shall also have the power
to award punitive damages. The arbitrator shall
also have the power to award punitive damages.

2. Dispute Resolution. The project's
board of directors shall have the power to
hear and decide the dispute. The board of
directors shall also have the power to award
damages. The board of directors shall also have
the power to award costs and fees. The board of
directors shall also have the power to award
interest. The board of directors shall also have
the power to award attorney's fees. The board of
directors shall also have the power to award
punitive damages. The board of directors shall
also have the power to award punitive damages.

nothing therein will be injurious to the neighborhood or otherwise detrimental to the public welfare.

4. BRA Cooperation. The Authority shall cooperate with the Applicant in obtaining any further permits, reviews or approvals required for construction and occupancy of the Master Plan Projects. The Applicant agrees to submit to the Authority and BTD a Parking Management Plan prior to issuance of a certificate of occupancy for the Clinical Center Garage. The Applicant may, from time to time, reconfigure the arrangement of parking spaces in such garage by restriping or other means upon submitting to the Authority a Parking Management Plan (or a revision to its Parking Management Plan) documenting the reasons for such reconfiguration, such as increased demand for or underutilization of handicap spaces, increased demand for or underutilization of car pool or van pool spaces, or for other causes. Any change in the number of handicap, car pool/van pool or other parking spaces effected by restriping shall not require a certification of consistency nor an amendment to the Master Plan, but may proceed as of right upon submission to the Authority of such revised Parking Management Plan. The Authority agrees to cooperate with the Applicant to obtain approvals for such reconfiguration, if any, required by other permit-granting authorities.

5. Southeast Building. Notwithstanding anything to the contrary set forth herein or in the Master Plan, the Authority

nothing therein will be injurious to the neighborhood or
otherwise detrimental to the public welfare.

3. Final Decision. The Authority shall determine with

the applicant's plan, including any further permits, whether or
approval is granted for construction and occupancy of the water
use project. The Authority agrees to submit to the Authority

and file a finding of fact prior to issuance of a

certificate of occupancy for the proposed water use. The

Authority may, from time to time, re-evaluate the appropriateness of
parked spaces in such areas by reviewing of other areas upon

submitting to the Authority a finding of fact that the

revised to the finding of fact that the Authority has reasons

for such re-evaluation, such as increased demand for or

underutilization of existing spaces, increased demand for or

underutilization of the land or any other space, or for other

reasons. Any change in the number of spaces, or for other
or other existing spaces, shall be subject to the Authority's

a certificate of fact that the Authority has reasons for the

find, and may include any of the following reasons for the

Authority of such revised finding of fact. The Authority

agrees to cooperate with the applicant to obtain approval for

such re-evaluation. It also agrees to other similar planning

activities.

4. Review of Findings. Notwithstanding anything to the

contrary and to the extent of the power of the Authority,

agrees that: (a) the Master Plan description of the Southeast Building, which specifies the building height, FAR, footprint, and site location, and specifies that the building will be used in part for hospital support uses and in part either for inpatient care or for medical research, adequately describes the Southeast Building within the meaning of Section ___ of the Code; and (b) because the transportation impacts of the Southeast Building have been the subject of previous environmental review and have been incorporated in so-called background levels studied in connection with the Clinical Center Phase I and/or in connection with the so-called Olmsted Plaza Project; and because the Southeast Building will have no new off-street parking facilities associated with it, adequate mitigation measures to address such impacts are contained in the Master Plan TAP Agreement.

6. Phase II of Clinical Center. The Applicant agrees to submit the Clinical Center Phase II to Development Review under Article 31 of the Code. The Authority agrees that: (a) the Master Plan description of The Clinical Center Phase II, which specifies the building height, FAR, footprint, and site location, and specifies that the building will be used for outpatient care, adequately describes The Clinical Center Phase II within the meaning of Section ___ of the Code; and (b) at such time as the Authority has received information on the potential impacts of The Clinical Center Phase II, whether in the form of a DPIR or otherwise, such project shall be included in the background

conditions for purposes of review under Article 31 of the Code of any other project, whether undertaken by the Applicant or by any other person or entity, for which a Project Notification Form for Article 31 development review is filed after the date of this Agreement, and for purposes of determining whether "significantly greater impacts would result from continued implementation" of the Master Plan under Section ____ of the Code.

7. Research North. The Applicant agrees to submit the Research North Project to Development Review under Article 31 of the Code by including such project in the Final Project Impact Report for Phase I of the Clinical Center, the Authority hereby agreeing that the scope of review for such project shall be limited to transportation impacts, and the Authority further agreeing that, if such Development Review has not been completed and the Applicant is otherwise entitled to obtain a building permit, the Authority will request ISD in writing to issue a building permit pending completion of Development Review.

C. GENERAL PROVISIONS

1. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties hereto (other than mortgagees of any Master Plan Project or of the Hospital Campus generally or those claiming through mortgagees of such a Project, unless said party obtains title to such a Project and proceeds with development of the Project), it being understood

conditions for purposes of review under Article 11 of the Code of
any other project, whether undertaken by the Applicant or by any
other person or entity, for which a Project Notification form has
Article 11 requirements review is filed after the date of this
Assessment, and the purposes of determining whether "substantially
project or impact would result from continued implementation" of
the Project that must justify _____ of the Code.

7. Assessment Report The Applicant agrees to submit the
Assessment Report Project to Government Review under Article 11 of
the Code by including such project in the final Project Impact
Report for Phase I of the Clinical Center, the Assessment Report
agrees that the scope of review for such project shall be
limited to transportation impacts, and the Assessment Report
agrees that, if such transportation Review has not been completed
and the Applicant is otherwise required to obtain a building
permit, the Applicant will request the Review to issue a
building permit pending completion of Government Review.

C. General Provisions

1. Assessment Report shall be binding upon and enforceable
against the Applicant and holders of the parties hereto, their
and successors or any other person project or of the Hospital
Corporation, or other persons through assignment of such a
Project, and the parties hereto shall be bound to project and
proceed with completion of the project, to be in accordance

and agreed that the Applicant shall have the right to transfer or assign to another party or parties its rights, obligations and interests under this Agreement and in all or a portion of any Master Plan Project site.

2. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

3. The liability arising under this Agreement of the Applicant and of each successor or assign of all or any part of the Applicant's interest in any Master Plan Project shall be limited solely to such person's or entity's interest in such Project, and no partner, trustee, beneficiary, shareholder, officer, director or the like or any such person or entity, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of such person or entity hereunder.

4. Whenever the consent or approval of the Authority is required hereunder or otherwise in connection with any Master

and agreed that the Applicant shall have the right to transfer or
assign to another party or parties its rights, obligations and
interests under this Agreement and in all or a portion of any
future time subject to:

2. If any form or provision of this Agreement, or the
applicable law or custom or any person or circumstance, shall in any
manner be invalid and unenforceable, the remainder of this
Agreement, or the application of such terms to persons or
circumstances other than those to which it is intended to
apply, shall not be affected thereby, and shall remain
valid and enforceable. This Agreement shall be valid and enforceable
to the extent permitted by law.

3. The liability relating under this Agreement of the
Applicant and its each successor or assigns in all or any part of
the Applicant's interest in any matter shall be
limited solely to such person's or entity's interest in such
matter, and no person, person, partnership, association,
entity, officer or the firm or any such person or entity, then
time to time, or any such person's or entity's assigns shall be
personally liable here to or pursuant to any personal liability with
respect to the obligations or liability of such person or entity
hereunder.

4. The entire and complete agreement of the Applicant is
hereby acknowledged and confirmed in connection with any matter.

Plan Project, such consent or approval shall not be unreasonably withheld or delayed, or wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority covenants not to be unreasonable with respect thereto.

5. The Authority shall, within ten days after written request therefor by the Applicant or any mortgagee of any Master Plan Project or any portion thereof, provide a certificate in writing, as requested or applicable, that this Agreement or any particular paragraph hereof specified by the requesting party is in full force and effect and unmodified, or in what respects the Agreement is no longer in force or effect or has been modified, that the Applicant is in compliance with this Agreement or any particular paragraph hereof specified by the requesting party, or in what respects there is non-compliance, or as to any other matter reasonably related to the Project which the requesting party may reasonably request of the Authority.

6. The Authority has authorized the Director of the Authority to take any action hereunder on behalf of the Authority (including, without limitation, the granting of consents or approvals and the execution and delivery of certificates), and any action so taken shall be binding upon the Authority.

These projects, which concern or approve shall not be unnecessarily withheld or delayed, or otherwise there is a requirement that any thing, but an endorsement shall be satisfactorily to the Authority or shall be done and returned to the Authority's satisfaction or any other requirement of similar import, the Authority consents not to be concerned with respect thereto.

3. The Authority shall, within ten days after written request, transmit to the applicant or any assignee of any Master Plan Project of any person thereof, provided a certificate is being, as required or applicable, that this document or any particular paragraph thereof specified by the requesting party is in full force and effect and unmodified, or, if such request the Agreement is no longer in force or effect in the body entitled, that the Agreement is in compliance with this Agreement or any particular paragraph thereof specified by the requesting party, or in what respects there is non-compliance, or as to any other matter reasonably related to the Project which the requesting party may reasonably request of the Authority.

4. The Authority has authorized the Director of the Authority to take any action requested on behalf of the Authority including without limitation, the granting of consents or approvals and the execution and delivery of certificates, and any action so taken shall be binding upon the Authority.

7. All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or the Applicant, as the case may be, and shall be either hand delivered or mailed postage prepaid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Applicant:

Mitchell T. Rabkin, M.D.
Beth Israel Hospital
330 Brookline Avenue
Boston, MA 02215

with a copy to:

Francis J. Sullivan
Vice President
Facilities Planning
Beth Israel Hospital
330 Brookline Avenue
Boston, MA 02215

Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Attn: Richard A. Marks, Esq.

Peabody & Brown
101 Federal Street
Boston, MA 02110
Attn: Lawrence S. DiCara, P.C.

Authority:

Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201
ATTN: Director

with a copy to:

Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201
ATTN: Chief General Counsel

8. This Agreement shall expire thirty (30) years from the date hereof, and the provisions contained herein shall be null and void as of such date of expiration, subject to specific time periods set forth herein with regard to specific provisions. This Agreement may, by an instrument executed by the parties hereto, be amended in whole or in part in connection with the amendment or renewal of the Master Plan in accordance with Section ____ of the Code. The Applicant's mitigation commitments set forth in Section A hereof shall remain in effect during the initial term of the Master Plan unless specifically renewed or extended by amendment to this Agreement.

9. This Agreement, as supplemented by a TAP Agreement, a Construction Management Agreement, a Memorandum of Understanding and First Source Agreement, a DIP Agreement, and any other agreement between the Applicant and the Authority or the City of Boston in connection with a Master Plan Project, constitutes the entire agreement of the parties with regard to the matters set forth herein. In the event of any conflict between this Agreement and any such supplemental agreements, the terms of such supplemental agreements shall prevail.

Executed as a sealed instrument as of the date first above written.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Office of General Counsel

By: _____
Paul L. Barrett, Director
Duly Authorized

THE BETH ISRAEL HOSPITAL
ASSOCIATION

By: _____
Mitchell T. Rabkin, M.D.
President
Duly Authorized

Issued at a public meeting on the date first above

written

Secretary of the Board of Health

Approved as to form

By: W. J. H. H. H. H. H.
Secretary of the Board of Health
for the Board of Health

By: Office of the Board of Health

By: W. J. H. H. H. H. H.
Secretary of the Board of Health
for the Board of Health

LIST OF EXHIBITS
to
COOPERATION AGREEMENT
for
BETH ISRAEL HOSPITAL
INSTITUTIONAL MASTER PLAN

EXHIBIT A:	Hospital Campus Description
EXHIBIT B:	1992 Financial Support to Community Health Centers
I. Support for Community Health Centers	
a. Family Ven.	250,000.00
b. Healthy Kids	275,000.00
c. Health Care Ctr.	250,000.00
d. Health Ctr.	250,000.00
Subtotal:	1,025,000.00
II. Support for Mount Sinai Hospital operating deficit for fiscal year 1992	250,000.00
III. Hospital-based Community Programs	
a. Family Ven.	250,000.00
b. Healthy Kids	250,000.00
Subtotal:	500,000.00
IV. Charitable Contributions to Community social service organizations	
a. In-kind contributions: Transportation, donated furniture and medical equipment, staff services	600,000.00
b. Cash contributions	750,000.00
Subtotal:	1,350,000.00

LIST OF SERVICES
TO
COOPERATION AGREEMENT
FOR
BOTH AGRICULTURAL AND
INDUSTRIAL AND DOMESTIC

Domestic (General Services)
1951 (General Services)
Domestic (General Services)

Domestic (General Services)
Domestic (General Services)

EXHIBIT B

BETH ISRAEL HOSPITAL COMMUNITY BENEFITS
(For Fiscal Year ending 9/30/92 except where otherwise noted.)

I.	Support for Community Health Centers	
a.	Fenway CHC ¹	\$75,000./yr
b.	Roxbury Comprehensive CHC ²	\$96,000./yr
c.	South Cove CHC ²	\$222,000./yr
d.	Dimock CHC ²	<u>\$185,000./yr</u>
	Subtotal	\$578,600./yr
II.	Support for Boston City Hospital operating shortfall for fiscal year 1993	\$201,000.00
III.	Hospital-Based Community Programs	
a.	Family Van	\$85,000.00
b.	Healthy Moms	<u>\$64,300.00</u>
	Subtotal	\$149,300.00
IV.	Charitable Contributions to community social service organizations	
a.	In kind contributions (transportation, donated furniture and medical equipment, staff services)	\$43,660.00
b.	Cash contributions	<u>\$19,000.00</u>
	Subtotal	\$62,660.00

ANNEX 2

TABLE 1. Summary of the results of the survey of the health status of the population of the Republic of the Congo (see text for details).

I. Summary of the results of the survey of the health status of the population of the Republic of the Congo	
a. Summary of the results of the survey of the health status of the population of the Republic of the Congo	170,000
b. Summary of the results of the survey of the health status of the population of the Republic of the Congo	170,000
c. Summary of the results of the survey of the health status of the population of the Republic of the Congo	170,000
d. Summary of the results of the survey of the health status of the population of the Republic of the Congo	170,000
Total	
	170,000
II. Summary of the results of the survey of the health status of the population of the Republic of the Congo (see text for details)	
III. Summary of the results of the survey of the health status of the population of the Republic of the Congo (see text for details)	
a. Summary of the results of the survey of the health status of the population of the Republic of the Congo	170,000
b. Summary of the results of the survey of the health status of the population of the Republic of the Congo	170,000
Total	
	170,000
IV. Summary of the results of the survey of the health status of the population of the Republic of the Congo (see text for details)	
a. Summary of the results of the survey of the health status of the population of the Republic of the Congo	170,000
b. Summary of the results of the survey of the health status of the population of the Republic of the Congo	170,000
Total	
	170,000

V. Inner City Pre-Natal Care (High-Risk
Perinatal Education Collaboration Program) \$28,000.00

VI. In-kind contributions to Project Life,
the Longwood Medical Area/Mission Hill/Fenway
Food Project, Neighborhood Health Fairs
in Roxbury and Dorchester, YMCA Health
Awareness Program (No dollar value available)

Total	<u>\$1,019,560.00</u>
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¹ Through fiscal year ending 9/30/93; \$50,000/yr. through fiscal
year ending 9/30/95

² Through fiscal year ending 9/30/95

TECH-BOND
LASER

Peabody & Brown Draft
Dated: September 14, 1992

DEVELOPMENT IMPACT PROJECT AGREEMENT
FOR PHASE I OF THE CLINICAL CENTER
BETH ISRAEL HOSPITAL BOSTON

THIS AGREEMENT is entered into as of the ____ day of ____, 1992 by and between the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting in its capacity as the planning board for the City of Boston (the "Authority"), and THE BETH ISRAEL HOSPITAL ASSOCIATION, a corporation created pursuant to M.G.L. c. 180 (together with its successors, assigns and legal representatives, the "Applicant"); the Authority and the Applicant collectively, shall be referred to herein as the "parties."

WHEREAS, the Applicant proposes to undertake the redevelopment of a parcel of land containing approximately 2.3 acres located at the corner of Brookline Avenue and Longwood Avenue in the City of Boston, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Site"); and

WHEREAS, the Applicant proposes to construct on the Site an extension of its hospital campus (the "Campus") (which Campus is more particularly described on Exhibit B attached hereto and incorporated herein) to be known as The Clinical Center, which includes the following two phases: (a) Phase I, comprising the construction of a new 11-story building incorporating portions of the facades and other elements of an existing building on the Site which formerly housed the Massachusetts College of Art (the "MCA Building"), together with a 930-space below grade parking garage (the "Garage") (collectively, the "Project"); and (b) Phase II, comprising construction of a ____ story vertical addition to Phase I ("Phase II"); and

WHEREAS, the Applicant and the Authority have entered into a Cooperation Agreement of even date herewith (the "Cooperation Agreement") which contemplates the execution of this Agreement; and

WHEREAS, the Applicant recognizes that the construction of the Project may have an indirect impact on the housing market in the City of Boston; and

WHEREAS, the Applicant recognizes that the construction of the Project may result in the creation of new jobs, which in turn may suggest the creation of new job training programs or the expansion of existing programs; and

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code (the "Code") and Section 26B-2(1) of Article 26B of the Code; and

WHEREAS, the Neighborhood Housing Trust (the "Neighborhood Housing Trust"), as referred to in Article 26A of the Code, has been created by Declaration of Trust dated November 19, 1985 pursuant to an Ordinance Establishing The Neighborhood Housing Trust passed by the City Council on May 21, 1986 and approved by the Mayor on July 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust (the "Neighborhood Jobs Trust"), as referred to in Article 26B of the Code, has been created by Declaration of Trust pursuant to an Ordinance Establishing The Neighborhood Jobs Trust passed by the City Council on August 19, 1987 and approved by the Mayor on September 8, 1987.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Impact Project Plan (hereinafter, the "Plan") attached hereto as Exhibit C and hereby incorporated by reference as required by Section 26A-3 of Article 26A and Section 26B-3 of Article 26B of the Code. After a public hearing held on _____, 1992, notice of which was published in The Boston Herald on _____, 1992, the Authority approved the Plan on _____, 1992 pursuant to and in accordance with the Code.

ARTICLE 2. DEVELOPMENT IMPACT PROJECT CONTRIBUTION-HOUSING

2.1 Housing Contribution Grant. The Applicant shall be responsible, in accordance with and subject to the terms of this Agreement, for a Housing Contribution Grant, as such term is defined in Section 26A-2(3) of Article 26 of the Code, for the Project in the amount as calculated and set forth in Section 2.4 of Agreement. The Applicant may, at its option, satisfy its obligation for the Housing Contribution Grant, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Section 2.2 of this Agreement (hereinafter, the "Housing Creation Option"), or by payments made in accordance with Section 2.3 of this Agreement (hereinafter, the "Housing Payment Option"), or by a combination of both the Housing Creation Option and Housing Payment Option.

2.2 Housing Creation Option. Subject to the approval of the Neighborhood Housing Trust and the Authority, the Applicant may, in lieu of and not in addition to the Housing Contribution Grant for the Project, elect to create or contribute to the

creation of housing units for occupancy by low and moderate income residents of the City of Boston, at a cost equal to the amount of the Housing Contribution Grant for the Project, pursuant to the Authority's Housing Creation Regulations, adopted by the Authority pursuant to Article 26A of the Code, by submitting to the Authority, on or before the due date of the first installment of the Housing Contribution Grant (the "Proposal Date"), a proposal in writing describing the number, location, cost and design of such housing units. Such proposal, if approved in accordance with the Authority's Housing Creation Regulations shall satisfy the provisions of Section 26A-2.3 of Article 26A of the Boston Zoning Code. If the Applicant elects the Housing Creation Option, the Applicant shall comply with the Housing Creation Regulations with respect thereto. The proposal shall be subject to the approval of the Neighborhood Housing Trust and the Authority after public notice and hearing.

2.3 Housing Payment Option. Subject to the approval of the Neighborhood Housing Trust and the Authority, the Applicant may elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston pursuant to the Authority's Housing Creation Regulations by the contribution to the Neighborhood Housing Trust of a Housing Contribution Grant, in whole or in part, with respect to the Project. The Housing Contribution Grant shall be payable to the Neighborhood Housing Trust in twelve (12) equal annual installments, the first installment due upon the earlier of (a) the issuance of a certificate of occupancy for the Project, and (b) twenty-four (24) months after the granting of a building permit for the Project. The remaining eleven (11) payments shall be due and payable to the Neighborhood Housing Trust annually on the anniversary of the first payment.

2.4 Calculation of Linkage Payment. The parties hereby acknowledge that the Project will include hospital and retail uses. Based upon schematic drawings for the Project, it is anticipated that the gross floor area of the Project devoted to one or more of such uses in the aggregate will be approximately 324,649 square feet, measured according to the Code. The amount of the Housing Contribution Grant is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by \$5.00 (the "Housing Formula"). Under the Housing Formula, it is anticipated that the amount of the Housing Contribution Grant will be \$1,123,245.00. The Authority shall review the Applicant's determination of the final gross floor area of the Project. If the Authority confirms the Applicant's determination, it shall so certify and forward the same to the Inspectional Services Department of the City of Boston with a copy to the Trustee of the Neighborhood Housing Trust.

2.5 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions of Section 2.4 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Housing Contribution Grant as set forth in Section 26A-3(2) of Article 26A of the Code and

otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Code or other changes in the Code after the date hereof, shall not in any way increase the Housing Contribution Grant for the Project determined in accordance with Section 2.4 of this Agreement or decrease the period over which such Housing Contribution Grant is to be made.

2.6 Notice of Linkage Payment. Upon execution of this Agreement, the Authority will notify the Trustee of the Neighborhood Housing Trust of such execution.

2.7 Non-Accrual of Housing Contribution Grant. If a building permit is not granted for the Project, or if construction of any of the Project is abandoned after a building permit is obtained, or if a building permit for the Project is revoked or lapses and is not renewed, or if for any reason a final Certificate of Occupancy is not issued for the Project, then the Applicant shall have no responsibility for the Housing Contribution Grant for the Project.

2.8 Credit Towards Housing Contribution Grant. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Code, amounts payable hereunder by the Applicant for the Project shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder for the Project shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force or effect.

ARTICLE 3. DEVELOPMENT IMPACT PROJECT CONTRIBUTION -JOBS

3.1 Jobs Contribution Grant. The Application shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant, as such term is defined in Section 26B-2(3) of Article 26B of the Code, in the amount as calculated in accordance with Section 3.5 hereof. The Applicant may, at its option, satisfy its obligation for the Jobs Contribution Grant, in whole or in part, by contributing to the creation of job training programs, as described in Section 3.2 of this Agreement (hereinafter, "Jobs Creation Option"), or by payment made in accordance with Section 3.3 of this Agreement (hereinafter, "Jobs Payment Option"), or by a combination of both the Jobs Creation Option and the Jobs Payment Option.

3.2 Jobs Creation Option. The Applicant may elect to create or contribute to the creation of job training programs in the health care industry for the benefit of the Fenway and Mission Hill communities in accordance with the Jobs Creation Regulations adopted by the Authority pursuant to Article 26B of the Code, funded by the Jobs Contribution Grant for the Project.

If the Applicant chooses the Jobs Creation Option, then the Applicant shall submit a proposal in writing to the Authority and the Neighborhood Jobs Trust on or before the due date of the first installment of the Jobs Contribution Grant for the Project (the "Jobs Proposal Date"). Such proposal, if approved after public notice and a hearing in accordance with the Guide to the Neighborhood Jobs Trust, dated April, 1988, and the Jobs Creation Regulations, shall satisfy the provisions of Section 26B-2.3 of Article 26B of the Code with respect to the Jobs Contribution Grant for the Project.

3.3 Jobs Payment Option. Subject to the approval of the Neighborhood Jobs Trust and the Authority, the Applicant may elect to contribute to the creation of a job training program for workers who will be employed on a permanent basis at the Project pursuant to the Authority's Job Creation Regulations by the contribution to the Authority of a Jobs Contribution Grant for the Project calculated in accordance with Section 3.4 below, which shall be payable to the Neighborhood Jobs Trust in two (2) equal annual installments. The first installment for the Project shall be due upon the issuance of a building permit for the Project and the second installment with respect thereto shall be due without interest on the anniversary of the first payment. Each Jobs Contribution Grant shall be made to the Collector-Treasurer of the City of Boston, Room M-5, One City Hall Square, Boston, Massachusetts 02201, as custodian (the "Collector-Treasurer") for the Neighborhood Jobs Trust. The Authority hereby agrees that delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make such payments. In addition, the Applicant shall submit to the Neighborhood Jobs Trust, at the time that the Applicant pays its first installment of the Jobs Contribution Grant, a proposal for the use of the Jobs Contribution Grant to benefit the Mission Hill and Fenway communities.

3.4 Calculation of Jobs Payment. The parties hereby acknowledge that the Project will include hospital and retail uses. Based upon schematic drawings for the Project, it is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will be approximately 324,649 square feet, measured according to the Code. The amount of the Jobs Contribution Grant is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by \$1.00 (the "Jobs Formula"). Under the Jobs Formula, it is anticipated that the amount of the Jobs Contribution Grant will be \$224,649.00. The Authority shall review the Applicant's determination of the final gross floor area of the Project. If the Authority confirms the Applicant's determination, it shall so certify and forward the same to the Inspectional Services Department of the City of Boston with a copy to the Trustees of the Neighborhood Jobs Trust.

It is the responsibility of the State to ensure that the public interest is protected and that the rights of the individual are not infringed. The State must also ensure that the public interest is protected and that the rights of the individual are not infringed. The State must also ensure that the public interest is protected and that the rights of the individual are not infringed.

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3.5 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions of Section 3.4 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Jobs Payment as set forth in Section 26B-3(1) of Article 26B of the Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Code and otherwise, or other changes in the Code after the date hereof, shall not in any way increase the Jobs Contribution Grant determined in accordance with Section 3.4 of this Agreement or decrease the period over which Jobs Contribution Grant are to be made.

3.6 Notice of Jobs Payment. Upon execution of this Agreement, the Authority will notify the Trustee of the Neighborhood Jobs Trust of such execution.

3.7 Non-Accrual of Jobs Contribution Grant. If a building permit is not granted for the Project, then the Applicant shall have no responsibility for the Jobs Contribution Grant. If construction of the Project is abandoned after a building permit is obtained or if a building permit for the Project is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the second installment of the Jobs Contribution Grant.

3.8 Credit Toward Jobs Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B, amounts payable hereunder by the Applicant for the Project shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force or effect.

ARTICLE 4. ASSIGNABILITY AND LIABILITY

4.1 Assignability and Liability. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties hereto (other than any mortgagee of the Project or anyone claiming through any such mortgagee unless such party obtains title to, and proceeds with the development of, the Project), it being understood and agreed that the Applicant shall have the right to transfer or assign to another party or parties its rights, obligations and interests under this Agreement and in all or any portion of the Site. The Authority agrees that the Applicant and its successor-in-interest shall be liable for breaches of obligations under this Agreement with respect to the Project only while it or any successor-in-interest, as the case may be, is owner of the Project. The Authority further agrees to look solely to the Applicant's or its successors' interest in the Project for the satisfaction of any claim arising under this

Agreement with respect to the Project. In no event shall the Applicant or any trustee, beneficiary, partner, manager, agent, or employee thereof, or its successors-in-interest, ever be personally or individually liable; nor shall it or they ever be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

4.2 Default. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant applicable severally to the Project, and a default under any section or provision of this Agreement shall not affect the continuing validity of any variances, conditional use permits, exceptions, zoning map or text amendments, final adequacy determinations, building permits, certificates of occupancy or other Project approvals granted by the Authority or by other public bodies.

4.3 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts, and sets forth the entire agreement between the parties as regards their respective obligations under Articles 26, 26A and 26B of the Code. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the parties, their successors, assigns, and legal representatives, including, without limitation, any successor owner or owners of the improvements for the Project or any part thereof, and the Neighborhood Housing Trust and the Neighborhood Jobs Trust as successors to the Authority, notwithstanding any subsequent amendment or repeal of Article 26, Article 26A or Article 26B of the Code or court decision having the effect of an amendment or repeal of Article 26, Article 26A or Article 26B of the Code.

5.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in the Cooperation Agreement, or if not defined therein, in Article 2 or Article 26 or Article 26B of the Code, unless otherwise provided.

5.3 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of

the Authority or the Applicant, as the case may be, and shall be either hand delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other parties:

Applicant: Mitchell T. Rabkin, M.D.
Beth Israel Hospital
330 Brookline Avenue
Boston, MA 02215

with copies to: Francis J. Sullivan
Vice President
Facilities Planning
Beth Israel Hospital
330 Brookline Avenue
Boston, MA 02215

Peabody & Brown
101 Federal Street
Boston, MA 02110
Attn: Lawrence S. DiCara, P.C.

Authority: Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201
Attn: Director

with a copy to: Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201
Attn: Chief General Counsel

5.4 Certification of Compliance. The Authority hereby agrees to assist the Applicant in obtaining from the Collector-Treasurer, upon satisfaction by the Applicant of its obligations with respect to any Housing Contribution Grant or Jobs Contribution Grant, or any installment thereof, within 10 business days after request by the Applicant, a certification in recordable form, that (i) said Housing Contribution Grant or Jobs Contribution Grant, or both, as the case may be, has been satisfied by the Applicant and that the Applicant has no further liability for such Housing Contribution Grant or Jobs Contribution Grant, or (ii) said Housing Contribution Grant or Jobs Contribution Grant has been paid to date.

5.5 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that, by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3 of Article 26A and Section 26B-3 of Article 26B of the Code insofar as satisfaction of the requirements of those Sections is a precondition to the granting, allowing, or adopting of variances, conditional use permits,

exceptions, or zoning map or text amendments with respect to the Applicant's development of the Site. The Authority shall assist the Applicant to obtain from the Neighborhood Housing Trust and the Neighborhood Jobs Trust a written receipt for each Housing Contribution Grant and Jobs Contribution Grant made under this Agreement, respectively. Upon payment of the last installment of the Housing Contribution Grant or Jobs Contribution Grant, respectively, the Authority shall acknowledge in writing that all of the requirements of this Agreement and Article 26A or 26B (whichever type of payment is involved) have been fully satisfied with respect to the Project.

5.6 Certificate. The Authority shall, within ten days after written request therefore by the Applicant or any (prospective) mortgagee provide a certificate in writing, as requested or applicable, that this Agreement or any particular Section hereof specified by the requesting party is in full force and effect and unmodified, or in what respects the Agreement is no longer in force or effect or has been modified, that the Applicant is in compliance with this Agreement or any particular Section hereof specified by the requesting party, or in what respects there is non-compliance, or as to any other matter reasonably related to the Project which the requesting party may reasonably request.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to form.

BOSTON REDEVELOPMENT AUTHORITY

Office of General Counsel

By: _____
Paul L. Barrett, Director
Duly Authorized

THE BETH ISRAEL HOSPITAL
ASSOCIATION

By: _____
Mitchell T. Rabkin, M.D.
President
Duly Authorized

LIST OF EXHIBITS TO
DEVELOPMENTAL IMPACT PROJECT
AGREEMENT FOR THE CLINICAL CENTER
BETH ISRAEL HOSPITAL BOSTON

- EXHIBIT A Legal Description of Site
- EXHIBIT B Legal Description of Campus
- EXHIBIT C Development Impact Project Plan

LIST OF EXHIBITS
SUBMITTED BY THE DEFENSE
TO THE COURT

Exhibit A - [illegible]
Exhibit B - [illegible]
Exhibit C - [illegible]

BOSTON REDEVELOPMENT AUTHORITY

Development Impact Project Plan for Phase I of The Clinical Center Beth Israel Hospital Boston

Developer: The Beth Israel Hospital Association,
330 Brookline Avenue, Boston, Massachusetts.

Architect: Rothman, Rothman, Heineman Architects Inc.,
711 Atlantic Avenue, Boston, Massachusetts.

Site Description: The project site is a 2.3 acre parcel located at the corner of Brookline Avenue and Longwood Avenue. The project site is more particularly described on Exhibit A. The Developer was selected to purchase and redevelop the project site in response to a Request for Proposals issued by the Massachusetts Division of Capital Planning and Operations ("DCPO"). Currently, the project site is occupied by the Massachusetts College of Art ("MCA"). Portions of the existing 69,000 square foot building are currently used for MCA studios and classes and are scheduled to be relocated by DCPO to other MCA facilities. A 138-space parking lot is located at the rear of the project site. The MCA building is listed on the National Register of Historic Places and the State Register. The project site is located in a prominent position in the Longwood Medical Area (the "LMA"), an area renowned as a national center of prestigious medical and educational institutions. The project site is surrounded by other institutional buildings of a scale and use similar to the proposed project.

General Description of Proposed Development and Uses: The Developer proposes to construct The Clinical Center, an extension of its hospital campus at the project site containing approximately 324,649 square feet of gross floor area. The proposed project will provide new facilities for Beth Israel Hospital ("BIH") to meet the growing challenges and responsibilities of ambulatory care, education and medical activities. Approximately two-thirds of this space will be used for ambulatory care and surgery. The remainder of the program area is devoted to a Fitness/Be Well Center, the Joint Center for Radiation Therapy, the Center for Medical Technology, a Medical Learning Center, and retail space. The proposed project includes the restoration of the "collegiate-gothic" facade of the existing MCA building. The interior of the building will be reconfigured to meet the needs of the new uses, to open the lower level to street grade activity, to provide access to the disabled, and to comply with current building codes. A new 10-floor building with entrances on Longwood Avenue and Binney Street will be created on the parking lot area and will be designed to be functionally integrated and architecturally compatible with the existing MCA

DEPARTMENT OF HEALTH, EDUCATION AND WELFARE

Development of the National
Health Survey of the United States
and the National Hospital Survey

Development of the National Health Survey
and the National Hospital Survey

Development of the National Health Survey
and the National Hospital Survey

The National Health Survey is a major project of the Department of Health, Education and Welfare. It is designed to provide a comprehensive picture of the health status of the American people. The survey will cover a wide range of health-related topics, including physical health, mental health, and social health. The data collected will be used to identify health problems, develop health policies, and evaluate health programs. The National Hospital Survey is a complementary project that will provide information on the organization and performance of hospitals. It will collect data on hospital admissions, discharges, and deaths, as well as on hospital resources and costs. The data from this survey will be used to improve hospital care and to plan for the future of the health care system.

The National Health Survey is a major project of the Department of Health, Education and Welfare. It is designed to provide a comprehensive picture of the health status of the American people. The survey will cover a wide range of health-related topics, including physical health, mental health, and social health. The data collected will be used to identify health problems, develop health policies, and evaluate health programs. The National Hospital Survey is a complementary project that will provide information on the organization and performance of hospitals. It will collect data on hospital admissions, discharges, and deaths, as well as on hospital resources and costs. The data from this survey will be used to improve hospital care and to plan for the future of the health care system.

building, incorporating architectural setbacks and sympathetic building detail.

Estimated Construction Time: Construction of The Clinical Center is expected to take approximately 34 months, commencing in the Fall of 1992, with completion scheduled for the Fall of 1995.

Projected Number of Employees: During construction, an estimated 250-300 construction jobs will be created. After completion, The Clinical Center will house a substantial number of new permanent jobs. Prior to issuance of a building permit for the proposed project, the Developer will execute a Boston Resident's Construction Employment Plan, consistent with the requirements of the Boston Residents Jobs Policy, which shall set forth in detail the Developer's plan to ensure that its general contractor, and those engaged by the general contractor for construction of the proposed project on a craft by crafts basis, use good faith efforts to meet the following Boston Residents Construction Employment Standards: (1) at least 50% of the total employee work hours shall be by Boston residents; (2) at least 25% of the total employee work hours shall be by minorities; and (3) at least 10% of the total employee work hours shall be by women.

Development Impact Project Contribution: As required by Article 26A-3 of the Boston Zoning Code (the "Code"), the Developer will enter into a Development Impact Project Agreement (the "Agreement") with the Boston Redevelopment Authority (the "Authority") with respect to the Housing Contribution and the Jobs Contribution required by Articles 26A and 26B of the Code.

The amount of the Housing Contribution shall be an amount equal to the number of square feet of gross floor area in the proposed project (as gross floor area is defined by the Code) which exceeds 100,000 square feet of gross floor area multiplied by \$5.00. At the present time, it is anticipated that the amount of the Housing Contribution will be \$1,123,245.00 based on a gross floor area in the proposed project of 324,649 square feet.

The amount of the Jobs Contribution shall be an amount equal to the number of square feet of gross floor area in the proposed project (as gross floor area is defined in the Code) which exceeds 100,000 square feet of gross floor area multiplied by \$1.00. At the present time, it is anticipated that the amount of the Jobs Contribution will be \$224,649, based on a gross floor area in the proposed project of 324,649 square feet.

Proposed Traffic Circulation: In terms of traffic generation, The Clinical Center is expected to generate approximately 2,920 vehicle trips each day. During the morning peak hour, 384 new vehicle trips are forecast, and during the evening peak hour, 373 vehicle trips are forecast. The new

vehicle trips added by the proposed project, when distributed throughout the LMA, are expected to have a limited impact on intersection operations during the commuter peak hours. A detailed level-of-service analysis was conducted for existing and 1995 conditions at seven intersections. The results of the analysis indicate that most intersections studied would operate at a higher level of service with The Clinical Center and the implementation of the proposed mitigation actions than they do at present. Among such proposed mitigation actions are the following: (a) constructing an additional lane on Longwood Avenue between Binney Street and Brookline Avenue; (b) upgrading Binney Street to three lanes and installing a traffic signal at its intersection with Longwood Avenue; (c) connecting Binney Street to Beth Israel Service Drive to expedite entering and exiting traffic flow; (d) using the existing Beth Israel Service Drive to provide loading/service access; and (e) improving signal timing along Longwood Avenue.

Parking and Loading Facilities: The proposed project includes a 930-space parking garage to address the parking needs generated by The Clinical Center and to accommodate the existing shortfall of patient and visitor parking spaces. Unlike most parking facilities in the LMA, these spaces will be located underground so as to maintain an attractive site environment. The new 930-space garage will actually add 613 net new spaces to the BIH campus due to the elimination of other parking spaces in three facilities, including the existing 138-space lot currently on the project site.

The proposed project will be served by a loading area accessed from the existing Beth Israel Service Drive. This loading area will consist of four loading bays, all of which will contain a trash receptacle, and two ambulance bays. All delivery vehicles will access the BIH campus via the one-way Beth Israel Service Drive and all loading activities will be located off-street.

Access to Public Transportation: With the proposed project, BIH will emphasize transit use to the maximum extent available, recognizing the limited services provided to the LMA. In terms of bus usage, BIH will improve an existing MBTA bus stop on Brookline Avenue in front of the project site. A modern, well-signed shelter will be designed and built. As an additional mitigation step, BIH will participate in a study evaluating the feasibility of establishing a shuttle bus in the LMA. In addition, The Clinical Center has been designed to accommodate the MBTA's planning for a circumferential transit serving the LMA.

Open Space and Landscaping: The Clinical Center will offer open space amenities to the LMA. The landscaping of the space in front of the existing MCA building will be an outdoor extension

of The Clinical Center and a park amenity for the City of Boston. The space will be framed with a canopy of foliage trees, interspersed with a lower plane of ornamental trees. As a special benefit of the proposed project, BIH plans to extend the open space/plaza further along Brookline Avenue. In addition, at the corner of Binney Street and Longwood Avenue, new street trees, feature plantings, and street furniture will be added to enhance the pedestrian environment.

Schematic Drawings: As used on Exhibit B.

Design Review: The Developer has over the last two years met with abutters and representatives of the following neighborhood and community groups to present the design concepts and to respond to comments and concerns:

MASCO Members (representing all LMA institutions)
 Children's Hospital
 The Winsor School
 Emmanuel College
 C.W. Whittier, Inc.
 Fenway Advisory Committee
 Mission Hill Planning and Zoning Advisory Committee
 Massachusetts College of Art

Special consideration was given to the concerns identified by the Fenway Advisory Committee and the Mission Hill Planning and Zoning Advisory Committee and numerous meetings were held to identify and respond to the neighborhoods' concerns.

All design plans for the proposed project have been subject to design review by the Authority in accordance with the Authority's Development Review Procedures and by the Boston Civic Design Commission in accordance with Article 28 of the Code.

Proposed Uses: The Clinical Center will include the following uses: medical services (ambulatory care); ambulatory surgery; Fitness/Be Well Center (rehabilitation and exercise activities); Center for Medical Technology (collaborative efforts to test prototype equipment for diagnostic and therapeutic uses); retail; the Medical Learning Center (education for patients and the general public); and underground parking garage. All of the above uses will be allowed as-of-right under a proposed amendment to the Code which has been submitted for approval by the Authority and which must then be approved by the Boston Zoning Commission.

Zoning: The project site is located within an existing H-3 subdistrict under the Code. In order for the proposed project to proceed under existing zoning, variances would be required for rear and side yard, parapet setback and possibly floor-area-ratio requirements. However, the proposed project will be allowed to

proceed as-of-right with regard to all use and dimensional requirements under the above-referenced proposed amendment to the Code.

EXHIBITS TO DEVELOPMENT IMPACT
PROJECT PLAN

Exhibit A - Copy of Plan of Site

Exhibit B - List of Principal Schematic Drawings

EXHIBIT: NO DEVELOPMENTAL IMPAIRMENT
EXHIBIT 1A

Exhibit A - Copy of plan of study
Exhibit B - List of children's names in study

ACCESS PLAN AGREEMENT

BETWEEN

THE CITY OF BOSTON TRANSPORTATION DEPARTMENT

AND

BETH ISRAEL HOSPITAL

This Agreement is entered into this _____ day of _____, 1992, by and between the CITY OF BOSTON TRANSPORTATION DEPARTMENT (hereinafter referred to as "BTD") and BETH ISRAEL HOSPITAL, a _____ with a principal place of business at 330 Brookline Avenue, Boston, MA (hereinafter referred to as "Developer").

WITNESSETH THAT:

WHEREAS, Developer has submitted and the BRA has approved an Institutional Master Plan, entitled "Beth Israel Hospital Institutional Master Plan 1991-2000" and dated September, 1992, which describes certain projects the Applicant proposes to construct; and

WHEREAS, as the first project described in its Institutional Master Plan, Developer proposes to construct a clinical center comprising 380,500 gross square feet of floor area for ambulatory care, surgery, and related hospital purposes and an underground ____-space parking garage ("the Project"); and

WHEREAS, an Access Plan dated March 1992 has been submitted on behalf of the Developer which documents traffic and parking

ARTICLE IV

SECTION 1

THE CITY OF BOSTON TERRITORY

AND

THE TOWN OF BOSTON

That the City of Boston Territory and the Town of Boston

be and they are hereby united into one City of Boston

and the City of Boston shall be known as the City of Boston

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impacts of the Project; and

WHEREAS, Developer acknowledges potential traffic and parking impacts from the construction and operation of the Project and the other projects described in the Institutional Master Plan, and that such impacts can be mitigated through a construction management plan and a permanent access plan; and

WHEREAS, the BTD and the Developer desire to mitigate traffic and parking impacts from the construction and operation of the Project and the other projects described in the Institutional Master Plan;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

Section 1. Definitions

(a) "Access Plan" shall mean the Access Plan for the Project dated March 1992 prepared for the Developer by Vanasse Hangen Brustlin, Inc., as such Plan may from time to time be amended, a copy of which is attached as Exhibit A and incorporated herein by reference.

(b) "Agreement" shall mean this Access Plan Agreement.

(c) "BRA" shall mean the Boston Redevelopment Authority, a body politic and corporate, organized under Massachusetts General Laws, Chapter 121B, with offices at One City Hall Plaza, Boston, Massachusetts 02201, its successors and assigns.

(d) "BTD" shall mean the Transportation Department of the City of Boston with offices at One City Hall Plaza, Rm. 721,

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Boston, Massachusetts 02201, its successors and assigns.

(e) "Certificate of Occupancy" shall mean a certificate of occupancy issued by the City of Boston Inspectional Services Department for the Project.

(f) "Developer" shall mean BETH ISRAEL HOSPITAL, a _____ with a principal place of business at 330 Brookline Avenue, Boston, MA, its successors and assigns.

(g) "Effective Date" shall mean the date provided in Section 23 of this Agreement.

(h) "Project" shall mean a clinical center comprising 380,500 gross square feet of floor area for ambulatory care, surgery, and related hospital purposes and an underground _____-space parking garage.

(i) "Site" shall mean the _____ square-foot parcel located at [address], as more fully set forth in Exhibit B to this Agreement.

(j) "Term of this Agreement" shall mean the period of time from the Effective Date hereof to thirty (30) years from the date of issuance of the initial Certificate of Occupancy.

(k) "Vanpool" shall mean any vehicle, used by persons commuting to and from the Longwood Medical Area for purposes of work, which is occupied by six or more people.

Section 2. Traffic Mitigation

To accommodate the new person-trips generated by the Project and other projects described in the Institutional Master Plan within the existing roadway capacity, Developer will

10.01.01 - The City of Seattle, Washington, and the City of Tacoma, Washington, hereby authorize the City of Seattle, Washington, to enter into a contract with the City of Tacoma, Washington, for the purpose of...

10.01.02 - The City of Seattle, Washington, shall enter into a contract with the City of Tacoma, Washington, for the purpose of...

10.01.03 - The City of Seattle, Washington, shall enter into a contract with the City of Tacoma, Washington, for the purpose of...

10.01.04 - The City of Seattle, Washington, shall enter into a contract with the City of Tacoma, Washington, for the purpose of...

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10.01.06 - The City of Seattle, Washington, shall enter into a contract with the City of Tacoma, Washington, for the purpose of...

10.01.07 - The City of Seattle, Washington, shall enter into a contract with the City of Tacoma, Washington, for the purpose of...

10.01.08 - The City of Seattle, Washington, shall enter into a contract with the City of Tacoma, Washington, for the purpose of...

10.01.09 - The City of Seattle, Washington, shall enter into a contract with the City of Tacoma, Washington, for the purpose of...

institute a program of parking management, demand reduction and commuter mobility measures, which together will constitute a Commuter Mobility Program. Such Commuter Mobility Program will be administered in cooperation with the efforts of the Longwood Medical Area Transportation Management Organization (LMA TMO), a joint venture of the institutions in the Longwood Medical Area (LMA), operated under the auspices of the Medical Area Services Corporation (MASCQ).

Developer endorses the aims of the LMA TMO to accommodate all patients in and visitors to the LMA in reasonably priced off-street parking in close proximity to the patients/visitors' destinations; to encourage the use of transit and ridesharing by all employees in the LMA; to minimize traffic volumes in the Fenway/Kenmore/Mission Hill area by all practical means, including allocation and pricing of employee parking; and to improve traffic flow through the LMA by such measures as signage, striping, signalization, removal of on-street parking spaces, and other generally recognized engineering solutions.

(a) Commuter Mobility Program. Developer will institute a program of parking management, demand reduction and commuter mobility measures, which together will constitute a Commuter Mobility Program.

(b) Goals. The goals of the Commuter Mobility Program will be:

(i) to maximize the use of mass transit and ridesharing by persons visiting, or working at the Site;

(ii) to make available to all workers in the LMA improved access to mass transit and ridesharing services, through cooperative efforts with other businesses and institutions in the LMA.

(iii) to foster, through cooperative efforts with local and state government, improvements in transportation facilities, programs and services.

(c) Objectives. The specific objectives of the Commuter Mobility Program shall be:

(i) to achieve rates of transit use for each category of employee as follows: physicians, 5%; nurses (excluding night shift), 30%; clinical professionals, 40%; other employees and staff, 50%; and

(ii) to achieve an average of 1.3 persons occupying each automobile used for commuting to and from the Project (hereinafter referred to as the "Objectives").

(d) Monitoring. As described in Section 13 hereof, the Developer shall submit annual monitoring reports to the BTDC detailing the transportation impacts of the Project. In order to evaluate the progress towards attainment of the Objectives, the Developer will include in each annual monitoring report:

(i) an analysis showing the levels of transit usage and vehicle occupancy of commuters in the employ of the Developer;

(ii) a complete schedule of parking rates charged to employees, staff, patients and visitors;

(iii) a comparison of the transit usage and vehicle occupancy levels with the Objectives and an assessment of progress toward the Objectives.

If the objectives have not been achieved, the annual monitoring report shall include a proposed plan for improving the Commuter Mobility Program in order to achieve the Objectives. Annual monitoring reports shall be submitted for the review and approval of the BTB, which shall consult with the Developer with respect to the development of mutually agreeable improvements to the Commuter Mobility Program, as necessary to achieve the Objectives by use of reasonable and economical means consistent with commuter mobility programs for comparable projects.

(e) Transportation Coordinator. Developer shall designate a transportation coordinator who shall cooperate with the BTB in the execution and monitoring of the obligations set forth in this Agreement. The Transportation Coordinator shall further establish and implement a Commuter Mobility Program at the Project, which shall include the following elements and activities:

(i) coordinate all ridesharing activities as described in Section (b) below;

(ii) promote transportation options through periodic newsletters, special events, publicity, and tenant relations;

(iii) manage on-site MBTA pass sales;

(iv) encourage tenants to implement alternative work schedules to spread peak hour travel;

... a comparison of the present and the
occupancy levels with the objectives and an assessment of
progress toward the objectives.

If the objectives have not been achieved, the annual monitoring
report shall include a proposed plan for improving the Committee

Monthly Review in order to achieve the objectives. Annual

monitoring reports shall be submitted for the review and approval

of the ETC. It shall consult with the Developer with respect to

the development of mutually agreeable agreements to the Committee

ability program, as necessary to achieve the objectives by use of

reasonable and economical means consistent with common building

programs for comparable projects.

(c) Interagency Coordinator. Developer and ETC shall

a transportation coordinator and shall cooperate with the ETC in

the execution and monitoring of the obligations set forth in this

agreement. The transportation coordinator shall further coordinate

and implement a Committee monthly program at the first of which

shall include the following elements and activities:

1. The coordinator shall coordinate all transportation activities as described

in Section 2.1 below.

(d) Program Implementation. The developer shall

maintain, monitor, and report on the program, including

progress;

(e) Annual Review. The developer shall

submit an annual report to the Committee

which shall be filed with the ETC.

(v) monitor efforts of the Commuter Mobility Program and submit annual reports to the BTB.

Section 3. Parking

(a) Employee Parking Rates. Rates for employee parking will be structured so as to discourage employees from driving to work, and to make driving alone less attractive than ridesharing or taking public transportation. See Sections 4 and 5 infra which outline Developer's policies with respect to ridesharing and transit. To further this policy, Developer will

(i) at the parking facility on the Site and at all other facilities owned, leased or operated by the Developer within the LMA, charge at least as much for employee parking as the average charged by other hospitals for employee parking at other LMA facilities. Developer will provide the BTB with a schedule of proposed employee parking rates prior to the issuance of a Certificate of Occupancy for the Project.

(ii) charge significantly more for parking located on or near the Site than for remote parking;

(iii) apply a surcharge, with respect to daily rates, of at least 10% to the cost of parking for all employees who park in the LMA on more than 90% of the working days in any given month.

To the extent that they result in increased parking costs, the above employee parking policies shall not apply to parking for employees who work night shifts exclusively.

Section 1. Purpose

1.1. Employee Parking Policy. Before the employee parking policy is introduced as a no-disruptive employee time activity to work, and in order to ensure a more efficient and less disruptive of public transportation, the Secretary is directed to conduct a study of the Government's policies with respect to parking and to report to the President and the Secretary.

1.2. At the same time, the Secretary is directed to conduct a study of the parking policy, based on the results of the study, and to report to the President and the Secretary. The study should include a review of the parking policy, including the results of the study, and a report to the President and the Secretary. The study should also include a review of the parking policy, including the results of the study, and a report to the President and the Secretary.

1.3. The Secretary is directed to conduct a study of the parking policy, including the results of the study, and a report to the President and the Secretary. The study should also include a review of the parking policy, including the results of the study, and a report to the President and the Secretary. The study should also include a review of the parking policy, including the results of the study, and a report to the President and the Secretary.

(b) Patient/Visitor Parking Rates. Parking will be made available to visitors and patients on a priority basis in facilities closest to the Site. Rates charged for public parking will be structured so as to encourage short-term parking and discourage long-term parking.

(c) Vanpool Parking Spaces. A reserved parking space in a preferred, convenient location will be guaranteed for any vanpool which includes three or more employees of the Developer, at a discount of 50%.

(d) Parking Allocation.

(i) Developer will allot parking to its employees and staff in such a way as to discourage driving alone to work. To this end, parking allocations will take into consideration demonstrated need. Such criteria as distance of employee's home from the Site and from MBTA subway or commuter rail lines and hours of work will be taken into account in the assignment of parking spaces.

(ii) Developer will undertake an analysis of all employee/staff origin and destination patterns, with the goal of minimizing traffic within and through the LMA, Mission Hill and Fenway/Kenmore areas. Location of parking spaces allotted to employees and staff of BWH will take into consideration home origins. In assigning parking spaces to employees, Developer will through policy and procedure encourage and facilitate the use of parking spaces on a given side of the LMA by employees whose origin is on that side of the LMA.

(b) Patient Visitor, visiting hours. Visiting will be allowed available to patients and patients on a priority basis in the hospital closest to the site. Space reserved for patients will be reserved on an as-needed basis. Patients will be assigned to the hospital closest to the site.

(c) Patient Visitor, visiting hours. Visiting will be allowed available to patients and patients on a priority basis in the hospital closest to the site. Space reserved for patients will be reserved on an as-needed basis. Patients will be assigned to the hospital closest to the site.

(d) Patient Visitor, visiting hours. Visiting will be allowed available to patients and patients on a priority basis in the hospital closest to the site. Space reserved for patients will be reserved on an as-needed basis. Patients will be assigned to the hospital closest to the site.

(e) Patient Visitor, visiting hours. Visiting will be allowed available to patients and patients on a priority basis in the hospital closest to the site. Space reserved for patients will be reserved on an as-needed basis. Patients will be assigned to the hospital closest to the site.

(e) LMA Parking Committee. Developer will play an active role in the LMA parking committee, with the aim of acting collectively in setting parking policies to achieve areawide transportation goals, through such measures as reduced parking subsidies and joint management of parking facilities.

Section 4. Ridesharing

The Developer shall promote ridesharing, in the form of carpools and vanpools, by persons employed both on the Site and in the LMA. To that end, the Developer shall:

(a) provide carpool/vanpool matching programs in coordination with the LMA TMO, utilizing surveys of Developer's employees and contractors and computer-based matching techniques

(b) provide computerized on-site carpool/vanpool matching programs, such as Ridesource;

(c) participate in joint ridesharing programs with organizations and companies within the LMA;

(d) no less than once every six months, provide in a newsletter promotional materials on ridesharing to employees of the Project which will disseminate information and aid in enabling rideshares;

(e) no less than once every year, sponsor a "Transportation Day" during which transit alternatives will be promoted and opportunities afforded to enlist in ridesharing programs;

(f) provide promotional materials to Developer's employees, and promote carpooling and vanpooling by the

installation of a transportation information literature rack in a common area, articles in Developer's newsletters, and other appropriate means;

(g) make special effort to convey information about transit and ridesharing alternatives to new employees, through the employee orientation process;

(h) support the development of the LMA TMO's carpool/vanpool matching and MetroBus transit services;

(i) provide "shared access" cards with which participant in a carpool may share a single parking pass, but which prevents more than one entry into a parking facility per day on each pass to prevent abuse.

Section 5. Transit

(a) Developer will provide an on-site location for transit pass sales.

(b) Developer will establish a program of subsidizing the cost of MBTA transit passes for employees and staff of Developer by a factory of 35%.

(c) Developer will establish a system for applying a transit subsidy similar to that described in subsection 5(b) above to all transit use by employees and staff: specifically, to daily, occasional or other transit use not involving the purchase of monthly passes. For example, MBTA tokens and commuter rail tickets may be purchased by the Developer and provided to employees and staff at a 35% discount. If and when the MBTA institutes programs facilitating the bulk purchase of tokens or

tickets through means other than monthly passes, Developer will participate. To accomplish the objective of subsidizing transit use by the occasional transit user, Developer will coordinate with the MBTA, MASCO, BTD and other agencies as appropriate.

(d) Developer will consult with the Massachusetts Bay Transportation Authority (MBTA), the BTD and the BRA to ensure that the design of the Project does not in any way hinder or preclude the construction at a future time of a below-grade circumferential transit facility, whose route might follow Longwood and Brookline Avenues on the periphery of the Site. The design should allow for:

(i) a transit tunnel which conforms to MBTA standards in terms of dimension, structure and turning radii; and

(ii) a station in the vicinity of the Site, with access to the Site.

Section 6. Pedestrians and Bicyclists

(a) Pedestrian maps and signage will be installed which provides clear information regarding location of hospital facilities and pedestrian routes.

(b) Developer will provide ample, secure protected and convenient bicycle parking.

(c) Shower facilities will be available to all employees and staff of Developer who commute to work by bicycle.

Section 7. Roadway Improvements

In connection with the Project, the following roadway improvements will be made. Roadway improvements will be made in order to

achieve the goal of enabling the public streets to accommodate the traffic generated by the Project.

(a) Developer will convey at no cost to the City of Boston land for, and will fund the construction of, the widening of Longwood Avenue along the periphery of the site.

(b) Developer will widen Binney Street along the periphery of the Site, and will fund the signalization of the intersection of Binney Street with Longwood Avenue.

(c) Developer will work with the MBTA to accomplish the relocation of the bus stop on Brookline Avenue at Longwood Avenue to a point further away from the Longwood Avenue intersection, to reduce or eliminate conflicts between buses and other vehicular traffic movement.

(d) Developer will reconstruct the service road running between Brookline Avenue and Binney Street on the eastern side of the Site, to a design consistent with its use by the public as a two-lane, one-way access roadway to the Project garage.

(e) Developer will work with the BTD to develop recommendations for improvements to the intersections within Sears Circle and other intersections in residential neighborhoods adjacent to the LMA.

(f) At such time as the existing Beth Israel main parking garage site is redeveloped or replaced, Developer will provide a widened two-lane ^{two-way roadway} connection between the end of Binney Street adjacent to the Site and the terminus of whatever new roadway may ^{lay-out or} be constructed between the campus of Beth Israel Hospital and

Avenue Louis Pasteur. Developer will permit public use of such a widened service road for the purpose of access to and from Developer's parking facilities. Developer will further cooperate with the BTD and the BRA in the planning of a roadway between the Beth Israel Hospital campus and Avenue Louis Pasteur.

(g) Improvements described in subsections 7(a)-(d) above will be accomplished prior to the issuance of a Certificate of Occupancy for the Project. Any changes in the public right-of-way shall be in accordance with plans approved by the Public Improvements Commission.

(h) The Roadway Improvement Objective shall be the maintenance of traffic flow on Longwood and Brookline Avenues past the Site, specifically as affected by the Binney/Longwood intersection and the bus stop on Brookline Avenue in front of the Site; satisfactory conditions to be as determined by the BTD. To help evaluate the effectiveness of the roadway improvements in achieving the Roadway Improvement Objective, the Developer will include in each annual monitoring report (described in Section 13 hereof) an analysis showing the level of usage of the service road between Brookline Avenue and Binney Street. If, in the finding of the BTD, the Roadway Improvement Objective has not been achieved, the BTD and the Developer shall meet to develop a plan for achieving it by means of mutually agreeable measures.

Section 8. Truck Deliveries

(a) Truck deliveries, excepting, however, courier and parcel deliveries, at the Project will be prohibited during the

hours of 7:00-9:00 AM and 3:00-6:00 PM on business days.

(b) No deliveries by trucks of greater than 40 feet in length will be allowed at locations other than the off-street loading facilities without a Street Occupancy Permit from the BTB. Compliance will be assured in the Developer's lease agreements with tenants.

Section 9. Contributions for Traffic Mitigation

Prior to the issuance of a building permit for the Project, Developer agrees to pay to the BTB the sum of \$25,000 for the purpose of an area-wide transportation study.

Section 10. Construction Management Plan

Developer shall prepare a construction management plan which details measures to insure the maintenance of existing levels of service on adjacent roadways during the construction of the Project and to minimize disruption at neighboring residential sites, and shall submit said plan to the BTB for approval. Such approval shall be obtained prior to the developer obtaining any building permit from the City of Boston Inspectional Services Department (ISD). It is understood by the Developer that the development of a construction management plan is a precondition to the issuance of a building permit for the Project by ISD.

The construction management plan shall include, but not be limited to, measures dealing with: proposed street occupancies; use of tower cranes; sidewalk occupancies or obstruction of pedestrian flow; materials staging; transportation and parking for construction workers; hours of construction work; materials

delivery.

Failure to comply with the provisions of the Construction Management Plan may result in withdrawal of the Building Permit or Street Occupancy Permit until such time as the Commissioner of Transportation determines that the Developer is in compliance with the Construction Management Plan.

Section 11. Transportation Coordinator

Developer shall designate a transportation coordinator who shall cooperate with the BTB in the execution and monitoring of the obligations set forth in this Agreement.

Section 12. Defaults and Remedies

In the event that the Developer shall fail to comply with or shall breach any provisions of this Agreement, and such failure or breach shall continue for 60 days after written notice thereof from the BTB, the BTB may institute any such actions and proceedings as the BTB may deem appropriate, including, but not limited to, an action to compel specific performance and/or to collect any and all damages, expenses, losses and costs caused by such failure or breach, including legal expenses.

Section 13. Records and Reports

Developer shall keep and maintain books, records and other documents regarding compliance with this Agreement, and perform surveys and inspections on an annual basis regarding transportation impacts of the project. The Developer shall make the same available at all reasonable times for inspection, copying, audit and examination by the BTB and shall provide the

Failure to comply with the provisions of the Contract... Management shall not be held responsible for any delay or... Transportation facilities that the Developer is to provide... the Construction Management Plan.

Section 11. Transportation Coordination

Developer shall designate a transportation coordinator who shall coordinate with the BRT in the execution and monitoring of the transportation work items in this Agreement.

Section 12. Details and Methods

It is the intent that the Developer shall comply with all details and methods of this Agreement, and the Developer shall be responsible for any delay or cost incurred from the BRT. The BRT may, at its discretion, require the Developer to provide additional details, including, but not limited to, a section on specific performance and to be collected and all necessary, organized, issued and upon which the BRT shall be based, including final expenses.

Section 13. Records and Reports

Developer shall keep and maintain books, records and reports of all activities and operations in accordance with this Agreement, and shall provide the BRT with a copy of all records and reports. The Developer shall also provide the BRT with a copy of all records and reports of all activities and operations in accordance with this Agreement.

BTD with an annual report that summarizes the same within sixty days of the end of each calendar year.

This Agreement shall not be recorded with the Registry of Deeds. However, the Developer agrees, on the request of the BTD, to record a Notice of this Agreement with the Registry of Deeds. Any such Notice shall expressly state that it is executed pursuant to the provisions contained in this Agreement, and is not intended to vary the terms and conditions of this Agreement.

Section 14. Assumption of Liability

Developer shall assume the defense of and hold the BTD, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

Section 15. Assignment

Developer may assign its interest in this Agreement, but only subject to and by complying with the following conditions:

- (1) Prior to assignment, Developer shall notify the BTD of its intention to assign and identify all prospective assignees;
- (2) At the time of the assignment, Developer shall not then be in default of the terms and conditions of this Agreement imposed upon Developer to such date;
- (3) The assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the

DATE OF THE END OF THE SOUTH AFRICAN REPORT

This Agreement shall be recorded with the Registrar of Deeds, and the Registrar shall, on the request of the State, be required to furnish a copy of this Agreement with the Registrar of Deeds. The State shall, in respect of any land, be required to furnish a copy of this Agreement with the Registrar of Deeds. The State shall, in respect of any land, be required to furnish a copy of this Agreement with the Registrar of Deeds. The State shall, in respect of any land, be required to furnish a copy of this Agreement with the Registrar of Deeds.

Section 14. Interpretation of this Agreement

Wherever in this Agreement the word "State" is used, it shall mean the Government of the Republic of South Africa, and wherever the word "Government" is used, it shall mean the Government of the Republic of South Africa. Wherever in this Agreement the word "land" is used, it shall mean any land, whether or not it is situated in the Republic of South Africa, and wherever the word "landowner" is used, it shall mean the owner of any land, whether or not it is situated in the Republic of South Africa.

Section 15. Definitions

For the purposes of this Agreement, the word "land" shall mean any land, whether or not it is situated in the Republic of South Africa, and wherever the word "landowner" is used, it shall mean the owner of any land, whether or not it is situated in the Republic of South Africa. The word "land" shall also include any interest in land, whether or not it is situated in the Republic of South Africa, and wherever the word "landowner" is used, it shall mean the owner of any interest in land, whether or not it is situated in the Republic of South Africa.

For the purposes of this Agreement, the word "land" shall mean any land, whether or not it is situated in the Republic of South Africa, and wherever the word "landowner" is used, it shall mean the owner of any land, whether or not it is situated in the Republic of South Africa. The word "land" shall also include any interest in land, whether or not it is situated in the Republic of South Africa, and wherever the word "landowner" is used, it shall mean the owner of any interest in land, whether or not it is situated in the Republic of South Africa.

Developer; and

- (4) There shall be promptly delivered to the BTB the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the assignee.

Section 16. Waiver

No act by or on behalf of the BTB shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the BTB and expressly stated to constitute such waiver. Any express waiver by the BTB of any rights; terms or conditions of this Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of such waiver.

Section 17. Conflict of Interest

Developer covenants and agrees that it shall, in carrying out its responsibilities under this Agreement, comply strictly with each and every provision of c. 268A of the General Laws (the Conflict of Interest Law) to the full extent of the applicability of said provisions to the Developer.

Section 18. Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer (including without limitation any condominium association or other association having powers of control over the Site or any portion thereof under Chapter 183A, Massachusetts

General Laws) and the public body or bodies succeeding to the interests of the the BTB.

BTD agrees not to record this Agreement, but each party hereto agrees, on the request of the other, to execute a Notice of Agreement in form recordable and complying with applicable law and reasonably satisfactory to Developer and the BTB. Any such document shall expressly state that it is executed pursuant to the provisions contained in this Agreement and is not intended to vary the provisions of this Agreement.

It is the intention of the parties that the the provisions of this Agreement may only be enforced by the parties hereto and that no other person or persons is authorized to undertake any action to enforce any provisions hereof without the prior written approval of the parties.

Section 19. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of the BTB, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the intended party, which is as follows unless otherwise designated by written notice to the other parties:

DEVELOPER: [name and address]

BTD: City of Boston Transportation Department

One City Hall Plaza, Rm. 721

Boston, Massachusetts 02201

Attention: Commissioner

with copies to: City of Boston Transportation Department

One City Hall Plaza, Rm. 721

Boston, Massachusetts

Attention: Special Assistant Corporation Counsel

City of Boston Law Department

One City Hall Plaza, Rm. 615

Boston, Massachusetts 02201

Attention: Corporation Counsel

Boston Redevelopment Authority

One City Hall Plaza

Boston, Massachusetts 02201

Attention: Director

Section 20. Amendment

This Agreement, or any part thereof, may be amended from time to time hereafter only in writing executed by BTB and the Developer.

Section 21. Future Adjustments to Plan

The provisions of this Agreement reflect the existing conditions documented in the Transportation Impact and Access

One City Hall Plaza, Rm. 1502

Boston, Massachusetts 02101

Attention: Commissioner

City of Boston Transportation Department

One City Hall Plaza, Rm. 1502

Boston, Massachusetts 02101

Attention: Special Assistant to the Commissioner

City of Boston Law Department

One City Hall Plaza, Rm. 510

Boston, Massachusetts 02101

Attention: Corporation Counsel

Boston School Department

One City Hall Plaza

Boston, Massachusetts 02101

Attention: Director

Subject: [Illegible]

This document, on any part thereof, may be quoted from

and it is hereby authorized that information be furnished to the

Department.

Very truly yours,

The Commissioner of the Department of Transportation

cc: [Illegible] to the Transportation Bureau and [Illegible]

Plan. If, during the five years following execution of this Agreement, these conditions have changed, the BTD in accordance with Section 17 of this Agreement, may require the Developer to make reasonable adjustments to its Transportation Impact and Access Plan to respond to these changes. Any proposal shall take due recognition of fiscal, fiduciary, regulatory or other constraints on the Developer.

If and when an organization ("Transportation Management Association" or "Transportation Management Organization") may be established among property-owners, property management companies, and/or employers in the vicinity of the Project, for the purpose of improving transportation conditions through cooperative promotion of transit and ridesharing and other means, Developer will participate fully in such organization.

Section 22. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 23. Governing Law

This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 24. Execution in Counterparts

This Agreement may be executed in two counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 25. Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all parties.

Section 26. Mitigation Expenses

All mitigation measures undertaken pursuant to this contract shall be at the expense of the Developer and no expense will be incurred by the BTB with respect to such measures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

WITNESS:

DEVELOPER:

By _____

[name, title]

(Authorized pursuant to the
document attached hereto as

Exhibit __)

CITY OF BOSTON TRANSPORTATION DEPARTMENT

This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 14. Termination of Cooperation

This agreement may be extended to two additional years. Any such extension shall be deemed to be subject to the terms and conditions of this agreement and the same shall apply.

Section 15. Effective Date

This agreement shall be deemed to become effective as of the date it shall be executed and filed by all parties.

Section 16. Investigation Expenses

All expenses incurred and to be incurred by this contact shall be at the expense of the contactor and no expense will be incurred by the FBI with respect to such matters. In witness whereof, the parties hereto have caused this agreement to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

DEVELOPER
BY _____
(Name) _____
(Address) _____
ADDRESS _____
CITY _____

FEDERAL BUREAU OF INVESTIGATION

By _____

Richard A. Dimino, Commissioner

Approved as to form:

Albert W. Wallis

Corporation Counsel

City of Boston

4717T

September 15, 1992

Clarence J. Jones, Chairman
Boston Redevelopment Authority
9th Floor
City Hall
Boston, MA 02201

Dear Mr. Jones:

I wanted to convey my support of Beth Israel Hospital's Master Plan. As I understand the Master Plan, it enables Beth Israel to continue fulfilling its important mission -- provision of quality medical care, teaching and research.

As you may know, Fenway Community Health Center is the largest community-based provider of HIV/AIDS primary care services in Massachusetts serving almost 600 persons with HIV infection. Over the years, FCHC and Beth Israel have built a partnership which enhances FCHC's ability to deliver more comprehensive outpatient and inpatient services.

FCHC admits all its patients to Beth Israel, and both patients and staff have always been pleased with the high quality of patient care. Beth Israel has always accommodated our needs for specialty referral for services FCHC does not provide on-site. Beth Israel also provides pathologist consultation services to our in-house lab. Finally, Beth Israel, through the Department of Public Health Determination of Need process, provides substantial financial support for FCHC's HIV and women's health services. Beth Israel's support through D.O.N.-related funding assisted Fenway in initiating our Women's Health Services in July, 1991. Beth Israel is currently in its second year of this five year commitment.

Beth Israel's commitment to this partnership has significantly and positively enhanced the quality of community-based, primary care available in Boston. If I can be of assistance to you or your staff in this process, feel free to contact me at 267-0900 ext. 201.

Sincerely,

C. Michael Savage
C. Michael Savage
Executive Director



September 15, 1992

Mitchell T. Rabkin, M.D.
Beth Israel Hospital
Office of the President
Stoneman 204
330 Brookline Ave.
Boston, MA 02215

Dear Mitch:

I'm enclosing a copy of the letter I had messengered to the BRA today. I've rearranged my schedule so I can attend the BRA hearing tomorrow, but unfortunately, I'm able to stay for only an hour. I've also asked Harry Collings to attend.

See you tomorrow.

Sincerely,

Mike

C. Michael Savage
Executive Director



October 10, 1957

Mr. J. Edgar Hoover, M.D.
Federal Bureau of Investigation
Washington, D.C.
Dear Mr. Hoover:

Dear Sir:

I am enclosing a copy of the letter I had forwarded to
you on 10/1/57. I am enclosing a copy of the letter
which was received from the Bureau of Investigation on 10/1/57.
I am enclosing a copy of the letter which was received from
the Bureau of Investigation on 10/1/57.

Very respectfully,

Sincerely,

[Handwritten signature]

W. J. Edgar Hoover
Director, FBI

The Boston-Fenway Program, Inc.
236 Huntington Avenue
Boston, Massachusetts 02115
617-262-0060

September 15, 1992

Mr. Clarence J. Jones, Chairman
Boston Redevelopment Authority
Boston City Hall
Boston, MA 02201

Dear Mr. Jones,

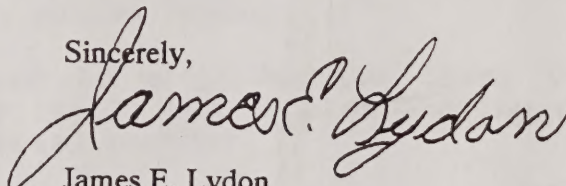
The Boston-Fenway Program, Inc. is a private not for profit consortia of twelve academic and cultural institutions in the Fenway/Huntington Avenue area.

Area wide improvement is the major goal of our mission statement and as such, I wish to have my organization on record as in support of the Beth Israel Master Plan.

With the diminished economic climate of the times, the very future of this city's growth rests almost solely with the institutions of our city. Here are the jobs and the construction revenues of the nineties. Here is the very heart of the future growth of the City of Boston.

The approval of the Beth Israel Master Plan is an important step in reviving our moribund economy and the institutions of The Boston/Fenway Program, Inc. wish to stand strongly in favor of approval.

Sincerely,



James E. Lydon
Executive Director

JEL/cl

Participating Institutions: Boston University, The First Church of Christ, Scientist, Northeastern University,
The Boston Symphony Orchestra, Forsyth Dental Center, Museum of Fine Arts, Wentworth Institute of Technology,
Emmanuel College, Isabella Stewart Gardner Museum, Greater Boston Y. M. C. A.,
New England Conservatory of Music, The Cotting School for Handicapped Children

Project LIFE • Proyecto VIDA

September 15, 1992

Clarence J. Jones, Chairman
Boston Redevelopment Authority
9th floor
Boston City Hall
Boston, MA 02201

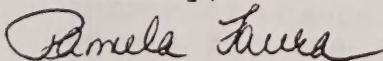
Dear Mr. Jones:

On behalf of Project LIFE, Inc., I want to acknowledge the supportive relationship that Beth Israel Hospital has shown to support our efforts to reduce infant mortality in the Mission Hill community.

Located in the heart of Mission Hill, Project LIFE has been working with mothers and infants at risk for poor birth outcomes since 1988. Beth Israel's participation on our board of directors has lent leadership and direction to the growth of the program. In addition, the Office of Community Relations helped to facilitate donations of formula from Ross Laboratories and Meade Johnson for our newborns. Project LIFE has also received financial support for its nutrition programs from the Longwood Medical Area/Food Project, in which Beth Israel is an active member.

Project LIFE looks forward to a productive first year as an independent agency with 501(c)(3) status with ongoing support and direction from its Beth Israel partner.

Sincerely,



Pamela Faura
Executive Director

CC: Dr. Mitchell T. Rabkin, President, Beth Israel Hospital
Hattie Dudley, President of the Board, Project LIFE, Inc.

Project LIFE • Project VIDA

September 17, 1993

Mr. [Name] [Address]
[City] [State] [Zip]
[Phone Number]

Dear Mr. [Name]:

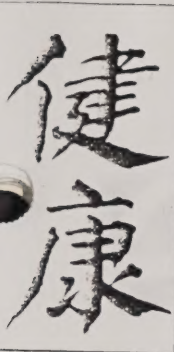
On behalf of Project LIFE, I am writing to you today to inform you of the results of our recent survey. We are pleased to hear that you are interested in our work and would like to learn more about it.

Project LIFE is a non-profit organization that is dedicated to providing education and training to underserved communities. We have a variety of programs available, including English as a Second Language (ESL), GED preparation, and job training. We are currently looking for individuals who are motivated and willing to learn. If you are interested in any of our programs, please contact us at [Phone Number] or [Email Address].

We are also currently looking for individuals who are interested in becoming volunteers. Our volunteers play a vital role in our organization and help us to provide the best possible service to our students. If you are interested in becoming a volunteer, please contact us at [Phone Number] or [Email Address].

Sincerely,
[Signature]
[Name]
[Title]

For more information, please contact [Phone Number] or [Email Address].



South Cove
Community
Health Center

885 Washington St.
Boston, MA 02111
(617) 482-7555

Serving the Boston Asian and
South Cove Communities

September 16, 1992

Clarence Jones, Chairman
Boston Redevelopment Authority
Boston City Hall, 9th Floor
Boston, MA 02201

Dear Mr. Jones:

South Cove Community Health Center submits this letter of support of Beth Israel's Master Plan for the proposed Clinical Center, Southeast Building and Research North project. We understand that this will allow the hospital to continue to fulfill its mission of providing quality patient care, teaching and research.

South Cove Community Health Center delivers all of its 275 pregnant women at the Beth Israel Hospital. Beth Israel has supported South Cove in its recruitment of an Obstetrician, in the provision of physician support for a gynecology session at South Cove, and bilingual support at Beth Israel. Beth Israel is currently working on providing mammography services for our clients through a mobile van. Through these projects Beth Israel has supported community health care in general and helped to improve access for the Asian community to primary care and obstetrical services.

We are pleased with the collaborative relationship we have had with Beth Israel over these years and support these projects as part of Beth Israel's continuing efforts to provide quality health care.

Sincerely,

Jean Lau Chin, Ed.D.
Executive Director



South Cove
Community
Health Center
222 Washington St.
Boston, MA 02109
(617) 552-1234
Fax: (617) 552-1235

Page 1 of 1

South Cove Community Health Center
222 Washington St.
Boston, MA 02109
(617) 552-1234

Page 1 of 1

South Cove Community Health Center
222 Washington St.
Boston, MA 02109
(617) 552-1234

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222 Washington St.
Boston, MA 02109
(617) 552-1234

Page 1 of 1

Page 1 of 1

Page 1 of 1



BRIGHAM
AND
WOMEN'S
HOSPITAL

H. Richard Nesson, M.D.
President

75 Francis Street
Boston, Massachusetts 02115
(617) 732-5503

September 15, 1992

Clarence J. Jones, Chairman
Boston Redevelopment Authority
9th Floor
Boston City Hall
Boston, MA 02201

Dear Mr. Jones,

On behalf of Brigham and Women's Hospital, I am writing to support approval by the Boston Redevelopment Authority of Beth Israel Hospital's master plan. The development proposed as part of the plan is critical to the hospital's future growth and development and to maintaining Boston as the world's premiere medical center. At a time when jobs are sorely needed, it also represents an opportunity to bring both construction and permanent jobs to the city. Along with a number of other projects proposed for the medical area, it has our support.

Sincerely,

H. Richard Nesson, M.D.

HRN/gk



A Teaching Affiliate of Harvard Medical School

SECRET

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Children's Hospital
300 Longwood Avenue
Boston, MA 02115
617-735-6433



David S. Weiner
President

Children's Hospital

September 15, 1992

Mr. Clarence J. Jones
Chairman
Boston Redevelopment Authority
Boston City Hall, 9th Floor
Boston, MA 02201

Re: Beth Israel Hospital Master Plan

Dear Mr. Jones:

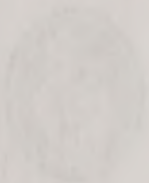
I understand that the Boston Redevelopment Authority will be reviewing Beth Israel Hospital's Master Plan at its meeting tomorrow.

We at Children's Hospital urge that the Board approve this plan. Children's Hospital has worked closely with Beth Israel both directly and through the Medical Area Service Corporation during the preparation of this plan and through its stages of progression. Dr. Rabkin and his colleagues at Beth Israel have made diligent efforts to communicate openly with their Longwood area neighbors. In fact, Children's and Beth Israel have a long history of collaboration in both program and facility development. We will continue to work closely with the BI staff as this plan is implemented.

On behalf of Children's Hospital, I am pleased to record my enthusiastic endorsement of the Beth Israel's master planning initiative.

Sincerely,

David S. Weiner
President



CHURCH & HALL

February 10, 1901

My dear Sir,
I have the honor to acknowledge the receipt of your letter of the 7th inst. in relation to the matter of the

and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I am, Sir, very respectfully,
Your obedient servant,

Very truly yours,
J. H. [Signature]

I have the honor to acknowledge the receipt of your letter of the 7th inst. in relation to the matter of the [illegible] and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully,
Your obedient servant,
J. H. [Signature]

I have the honor to acknowledge the receipt of your letter of the 7th inst. in relation to the matter of the [illegible] and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully,
Your obedient servant,
J. H. [Signature]

Respectfully,
J. H. [Signature]

[Handwritten signature]

David A. [illegible]
President

Children's Medical Center
350 Longwood Avenue
Boston, MA 02115
617-735-8308



Children's Medical Center

September 14, 1992

Mr. Clarence Jones
Chairman
Boston Redevelopment Authority
Ninth Floor
One City Hall Plaza
Boston, MA 02201

Re: Beth Israel - Proposal for Massachusetts College of Art site

Dear Mr. Jones:

Children's Medical Center has been a participant in the process that has led to the Beth Israel proposal before you today since the Commonwealth of Massachusetts determined to dispose of the Massachusetts College of Art building about five years ago. We are an immediate abutter to the proposed project on both the south and west boundaries and therefore are most interested in the potential impacts of this project.

Beth Israel has continually shared their formal development plans with our organization and has been responsible in responding to all the matters of concern to us. Beth Israel continues to work toward ensuring that the finer elements of the project will work in harmony with our neighboring properties.

We support Beth Israel's proposed plans for the development of this project. We believe Beth Israel's plans for the site are in keeping with the general goals and plans for the Longwood Medical Area to support the provision of superior medical care for citizens of the City of Boston and elsewhere. Furthermore, we feel that this proposed project will serve as a major employment resource for the City of Boston and as a substantial contributor to its economic base.

We urge you and the members of your Board to vote favorably on the Beth Israel project before you.

Sincerely,

Steven C. Marsh
Director of Real Estate Development



Office of the
Director
1970

Children's Medical Center

Letter to the Board

Dear Board Members:

I am pleased to present to you the

annual report of the

Children's Medical Center.

The past year has been a year of growth and achievement.

I am proud of the progress we have made.

Our financial position is strong and our medical services are of the highest quality. We have expanded our facilities and improved our equipment. Our staff is dedicated and our patients are satisfied. We have achieved our goals for the year and we are looking forward to a bright future.

With sincere appreciation for your support and contribution, I am, dear friends, very truly yours,

John F. Kennedy, Jr.
President, Children's Medical Center

Enclosed for you are the annual report and the financial statement.

Sincerely,
John F. Kennedy, Jr.

Director, Children's Medical Center



DANA-FARBER
CANCER INSTITUTE

44 Binney Street, Boston, MA 02115

JOHN W. PETTIT
Chief Administrative Officer
617-732-3505

THE JIMMY FUND

September 15, 1992

Mr. Clarence J. Jones, Chairman
Boston Redevelopment Authority
9th Floor
Boston City Hall
Boston, Massachusetts 02201

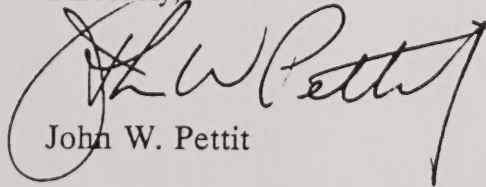
Dear Mr. Jones:

I am pleased to write you this letter expressing Dana-Farber Cancer Institute's support for the Beth Israel Hospital Master Plan.

We have had opportunities to review and provide input to the plan and believe it will enhance the institutional mission of Beth Israel Hospital, as well as the Longwood Medical Area as a whole. We also believe that the plan will provide significant benefit to Boston and surrounding areas.

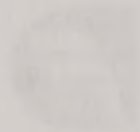
Accordingly, we enthusiastically support the Boston Redevelopment Authority's approval of the Plan.

Sincerely,



John W. Pettit

JWP:mjcg



THE UNIVERSITY OF CHICAGO

IN THE DEPARTMENT OF CHEMISTRY

BY

JOHN EDGAR HOOVER

1925

TO THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY

OF THE

UNIVERSITY OF CHICAGO

CHICAGO, ILLINOIS

1925

I am pleased to inform you that the University of Chicago has accepted your nomination for the position of

Professor of Chemistry in the Department of Chemistry. The University of Chicago is a very distinguished institution and it is a great honor to have you join its faculty.

I am sure that you will find the University of Chicago a most interesting and profitable place in which to work.

Very truly yours,
John Edgar Hoover

John E. Hoover

1925



EMMANUEL COLLEGE

Senior Vice President

September 14, 1992

Clarence Jones, Chairman
Boston Redevelopment Authority
City Hall, Ninth Floor
Boston, MA

Dear Mr. Jones:

We support Beth Israel Hospital's redevelopment of the former Massachusetts College of Art property, at the intersection of Longwood and Brookline Avenues.

The development of medically related and parking facilities at this location is appropriate and consistent with ongoing discussions and planning among institutions and residents of the surrounding neighborhoods.

Sincerely,

A handwritten signature in dark ink, appearing to read "E. Duprez, Jr.", with a large, stylized flourish at the end.

Edward A. Duprez, Jr.
Senior Vice President



DEPARTMENT OF THE INTERIOR

Geological Survey

Washington, D.C.

Very truly yours,
Director

The following report was prepared by the
Geological Survey of the Department of the Interior
and is published for the information of the public.
The report is entitled "Geological Survey of the
Department of the Interior" and is published in
the form of a book.

Very truly yours,
Director



**Joslin
Diabetes
Center**

Dedicated to Diabetes
Research, Treatment, Education,
and Youth Programs

One Joslin Place
Boston, Massachusetts 02215

Office of the President
Telephone (617) 732-2470
Fax Number (617) 732-2487

September 14, 1992

Mr. Clarence J. Jones, Chairman
Boston Redevelopment Authority
9th Floor
Boston City Hall
Boston, MA 02201

Dear Mr. Chairman:

I am writing on behalf of the Joslin Diabetes Center to express support for the projects in the Beth Israel Hospital's Master Plan. The proposed facilities will serve to build and strengthen Beth Israel's extraordinary program in medicine, research, teaching and community benefits. It is my belief that a strong single hospital benefits all health care institutions in Boston, making us better able to serve both the City and the Nation.

It is a particular pleasure to be able to endorse the growth of a neighbor which has an outstanding record of leadership in areas like compassionate treatment and health care policy. The particulars of Beth Israel's achievements, when coupled with the local benefits like 41% employment of residents make the hospital's goals easy for me to support. I urge the BRA to accept the master plan.

With best regards,

Kenneth E. Quickel, Jr., M.D.
President

KEQ/nh

cc: Michael T. Rabkin, M.D.



October 10, 1961

Mr. Tolson: I have [illegible]
[illegible] [illegible] [illegible]
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Very truly yours,

I am enclosing a copy of the [illegible] [illegible] [illegible]
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Very truly yours,

[illegible]
[illegible]

[illegible]
[illegible]

Judge Baker Children's Center

Mental health services for children and families

Mr. Clarence Jones, Chairman
Boston Redevelopment Authority
Boston City Hall, 9th Floor
Boston, MA

September 15, 1992

Dear Mr. Jones,

The Judge Baker Children's Center supports Beth Israel's Master Plan and Projects before you today. As an abutter to the campus and an immediate abutter to one of the Master Plan Projects, the Southeast Building, we believe that these projects are in the best interest of the City of Boston. They meet the City's goals for the Longwood Medical Area, and they offer benefits that are important to us and to our neighbors. They will enable the Hospital to continue to grow as a major employment resource for the City of Boston.

Sincerely,

Amy Ruth Nevis
Amy Ruth Nevis
Managing Director

MEDICAL ACADEMIC AND SCIENTIFIC COMMUNITY ORGANIZATION, INC.

Alan R. Shoolman
President

September 14, 1992

Mr. Clarence J. Jones, Chairman
Boston Redevelopment Authority
9th Floor
Boston City Hall
Boston, MA 02201

Dear Mr. Jones:

We wish to record our support for approval of Beth Israel Hospital's Master Plan, which includes several projects that will significantly improve access to health care, contribute to advancements in research, and provide much needed construction and permanent jobs.

Beth Israel is to be lauded for its consistent leadership role, not only in health care, research, and education, but also in its capacity as a good neighbor to adjoining institutions and the surrounding residential community. Its support for local community-based programs and the extraordinary \$4 million contribution to the Mission Hill/Fenway Community Trust exemplify the hospital's strong commitment to the neighborhood.

Sincerely,



Alan R. Shoolman



THE UNIVERSITY OF CHICAGO

CHICAGO, ILL.

Mr. Chairman, Board of Trustees

Dear Sirs:

Thank you for your letter of the 12th inst.

and for the interest and attention which it has evoked. It is a pleasure to hear that the Board of Trustees is so deeply interested in the work of the University and in the progress of the various departments.

The Board of Trustees is the highest authority in the University and it is a privilege to be able to report to it on the work of the various departments. The Board of Trustees is the only body which has the right to appoint and remove the President and the Vice-President and to elect the members of the Board of Trustees.

Sincerely,
[Signature]

Very truly yours,
[Signature]

SIMMONS COLLEGE
300 THE FENWAY
BOSTON, MASSACHUSETTS 02115-5898

OFFICE OF THE PRESIDENT

September 16, 1992

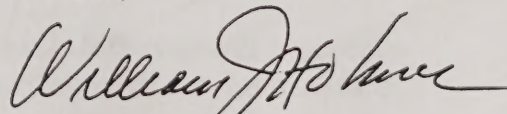
Mr. Clarence J. Jones, Chairman
Boston Redevelopment Authority
9th Floor
Boston City Hall
Boston, MA 02201

Dear Mr. Jones:

I am writing on behalf of Simmons College to support the request of the Beth Israel Hospital that the Boston Redevelopment Authority approve the Beth Israel Hospital's Master Plan.

The Beth Israel Hospital has been a good neighbor to communities and institutions in the Longwood Medical and Academic area; the proposed Master Plan will enable them to provide even more community health service as well as an increased level of service to their patients, many of whom are Boston residents.

Yours,



William J. Holmes

WJH:cab

STANFORD COLLEGE

DEPARTMENT OF

EDUCATION

STANFORD, CALIF.

THE PRESIDENT, STANFORD COLLEGE

EDUCATION BUILDING

STANFORD, CALIF.

DEAR SIR:

I have the honor to acknowledge the receipt of your letter of the 10th inst.

and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I am sure that the authorities will give your application the consideration it deserves and will endeavor to give you a favorable answer as soon as possible.

I am, Sir, very respectfully,
Your obedient servant,
W. H. HARRIS,
President of the Board of Trustees.

W. H. HARRIS
President of the Board of Trustees

W. H. HARRIS

TEMPLE ISRAEL

RABBI Bernard H. Mehlman

Longwood Avenue & Plymouth Street Boston, MA 02215 Tel: 617-566-3960 Fax: 617-731-3711

17 Elul 5752

15 September 1992

Clarence J. Jones, Chairman
Boston Redevelopment Authority
9th Floor
Boston City Hall
Boston, MA 02201

Dear Mr. Jones:

I write in anticipation of the review for approval of the Beth Israel Hospital's Master Plan which is to take place on Wednesday, 16 September 1992 at 2:00 P.M. I write to support the Beth Israel Master Plan which includes a clinical center project which is located at the former Massachusetts College of Art site. I believe that this project will benefit our community and its surroundings, in addition to providing for the hospital's research needs.

I am especially impressed with the commitment which the Beth Israel Hospital has made to support community health care, and community and social service needs in this plan. The Master Plan which is being reviewed by the Boston Redevelopment Authority needs positive approval so that the hospital may go forward in filling its mission of high quality and comprehensive clinical care for patients in the area.

I believe that the endeavor on the part of Beth Israel Hospital will best serve our community while enhancing medical care and research for the benefit of the citizens of the City of Boston.

Sincerely yours,

BHM/aem

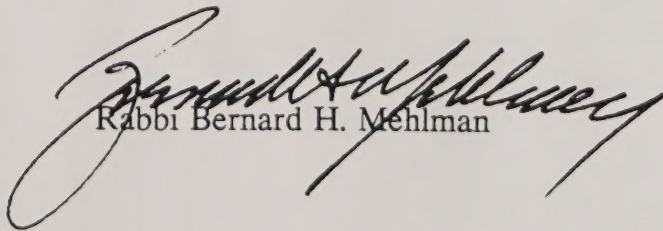

Rabbi Bernard H. Mehlman

TABLE
10-1

General Information
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Section 26: [illegible]

WHITTIER
PARTNERS

COMMERCIAL REAL ESTATE SERVICES

155 FEDERAL STREET • BOSTON, MASSACHUSETTS 02110 • FAX 617-482-5509 • TEL. 617-482-6000

ESTABLISHED 1900

Charles Kenny
Chairman

September 14, 1992

Mr. Clarence Jones
Boston Redevelopment Authority
Boston City Hall, 9th Floor
Boston, Massachusetts 02108

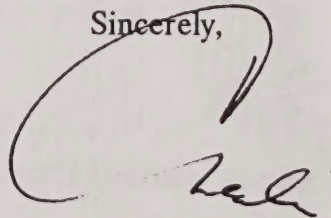
Dear Jeep:

We have been active for many years in the Longwood medical area and operate the two office buildings at 319 Longwood Avenue and 333 Longwood Avenue with its adjacent garage. The latter is immediately adjacent to the so called Massachusetts College of Art site on which Beth Israel plans their Clinical Center Project.

As the immediate abutter we have been very interested to watch their plans develop and B.I. have been very accommodating in sharing all of their thoughts and listening to our needs as an abutter. This is particularly important as their project as well as ours share the use of Binney Street which will be greatly enhanced by their development.

As representative of the owners of these two Longwood Avenue projects we support the Beth Israel plan and hope that you and your associates will look on it with favor.

Sincerely,

A handwritten signature in dark ink, appearing to be 'C. Kenny', written over a large, loopy circular flourish.

CK:sm



The Winsor School

Carolyn McClintock Peter
Director

Pilgrim Road
Boston, Massachusetts 02215
(617) 735-9500

September 15, 1992

Clarence J. Jones, Chairman
Boston Redevelopment Authority
Boston City Hall, 9th floor
Boston, MA 02201

Dear Mr. Jones,

I would like to join with others to urge approval by the Boston Redevelopment Authority Board of Beth Israel Hospital's Master Plan. Dr. Rabkin and I have been in touch over a period of time regarding Beth Israel's proposals for the four designated sites.

The Winsor School and Beth Israel Hospital are near neighbors and have enjoyed very satisfactory relations in spite of the great differences of all kinds in our institutions. Like Beth Israel Hospital, Winsor is located in and draws much of its community from the city of Boston. The School is committed to and supportive of the rich diversity of its neighborhood. It is my belief based on Beth Israel's proposals that Boston's health care will be enriched significantly by the specific projects outlined and that the city will benefit from the work involved in the proposed construction.

Sincerely yours,

Carolyn M. Peter
Carolyn McClintock Peter

CC: Mitchell T. Rabkin, MD
CMP:vfp



September 16, 1992

Francis J. Sullivan
Beth Israel Hospital
330 Brookline Avenue
Boston, MA 02215

Re: The Clinical Center Project at Beth Israel Hospital, Boston, MA

Dear Mr. Sullivan:

The Massachusetts Historical Commission understands that Beth Israel Hospital is in the process of seeking approvals from the Boston Redevelopment Authority for the proposed Clinical Center. The project includes the adaptive reuse of the former Massachusetts College of Art Longwood Building, which is listed on the National Register of Historic Places.

The MHC has a long history of consultation with representatives of Beth Israel Hospital, the Boston Landmarks Commission and the project design team to consider alternatives that will minimize the impacts of the new construction on the historically and architecturally significant MCA Longwood Building. The consultation process has resulted in changes to the proposed plans that are more sensitive to the historic resource, and are more in keeping with the Secretary of the Interior's "Standards for Rehabilitation".

The MHC looks forward to the commencement of construction of the Clinical Center at Beth Israel Hospital. No further review of the project, as it is currently proposed, is required by the MHC.

Sincerely,

Judith B. McDonough

Judith B. McDonough
Executive Director
State Historic Preservation Officer

cc: Boston Landmarks Commission
Catherine Donaher and Associates

Massachusetts Historical Commission, Judith B. McDonough, Executive Director, State Historic Preservation Officer
80 Boylston Street, Boston, Massachusetts 02116 (617) 727-8470

Office of the Secretary of State, Michael J. Connolly, Secretary



Approved: _____

Witness my hand and seal of office at the City of Boston, this _____ day of _____, 19____.

Governor of the Commonwealth of Massachusetts

Secretary of the Commonwealth of Massachusetts

Be it remembered, that on the _____ day of _____, 19____, the following Act of the Legislature of the Commonwealth of Massachusetts was passed, to-wit:

AN ACT TO AMEND AN ACT PASSED IN 19____, RELATIVE TO THE REGISTRATION OF VOTERS.

Enacted by the Senate and House of Representatives of the Commonwealth of Massachusetts in their respective Chambers, and by their joint action, on the _____ day of _____, 19____.

Speaker of the House of Representatives

President of the Senate

Clerk of the House of Representatives

Clerk of the Senate

Attorney General

Commissioner of the State Archives

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of Boston, this _____ day of _____, 19____.

DRAFT

Text Amendment Application No.
Boston Redevelopment Authority
Beth Israel Hospital Institutional District

TEXT AMENDMENT NO.

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF BOSTON

IN ZONING COMMISSION

The Zoning Commission of the City of Boston, acting under Chapter 665 of the Acts of 1956 as amended, after due report, notice, and hearing does hereby amend the Boston Zoning Code as follows:

By inserting, after Article 69, the following article:

ARTICLE 70

BETH ISRAEL HOSPITAL INSTITUTIONAL DISTRICT

TABLE OF CONTENTS

Section 70-1	Statement of Purpose, Goals, and Objectives
70-2	Physical Boundaries
70-3	Applicability
70-4	Prohibition of Planned Development Areas

GENERAL USE AND DIMENSIONAL REGULATIONS

Section 70-5	Use Regulations
70-6	Dimensional Regulations

REGULATIONS APPLICABLE TO INSTITUTIONAL USES

Section 70-7	Institutional Master Plan Requirement
70-8	Content of Institutional Master Plans
70-9	Approval of Institutional Master Plans by the Boston Redevelopment Authority

DRAFT

This document is intended for
Boston Planning & Development
Self-Inspection Program

TEXT AMENDMENT NO.

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF BOSTON

IN ZONING COMMISSION

The Zoning Commission of the City of Boston, acting under Chapter 213A, § 15A, of the General Laws of the Commonwealth, and after due notice and hearing, hereby adopts the following amendments to the Zoning Ordinance:

By moving the Ordinance to a new section.

ARTICLE IV

BOTH BR-1 HOSPITAL INSTITUTIONAL DISTRICT

TABLE OF CONTENTS

Section 10.1	Statement of Purpose, Goals, and Objectives
10.2	General Regulations
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GENERAL USE AND DEVELOPMENT REGULATIONS

Section 10.1	Use Regulations
10.2	General Regulations

REGULATIONS APPLICABLE TO INSTITUTIONAL USES

Section 10.3	General Regulations
10.4	Provisions of Planned Development
10.5	Provisions of Planned Development
10.6	Provisions of Planned Development

TAMING
2010-01-01

- 70-10 Zoning Commission Approval; Establishment of Institutional Master Plan Areas
- 70-11 Consistency with an Institutional Master Plan
- 70-12 Renewal and Amendment of Institutional Master Plans

REGULATIONS GOVERNING DEVELOPMENT REVIEW AND DESIGN REVIEW

- Section 70-13 Applicability of Article 31 Development Review
- 70-14 Design Review

MISCELLANEOUS PROVISIONS

- Section 70-15 Off-Street Parking and Loading
- 70-16 Nonconformity as to Dimensional Requirements
- 70-17 Regulations
- 70-18 Severability
- 70-19 Definitions
- 70-20 Tables and Appendix

SECTION 70-1. Statement of Purpose, Goals, and Objectives. The purpose of this Article is to establish the zoning regulations for the campuses of major institutions within the area governed by this Article. The goals and objectives of this Article are to provide for the well-planned development of institutions and to enhance their public service and economic development role in the surrounding neighborhoods; to encourage economic growth and the diversification of Boston's economy, with special emphasis on creating and retaining job opportunities; to preserve, enhance and create open space; to protect the environment and improve the quality of life; to promote the most desirable use of land; and to promote the public safety, health, and welfare of the people of Boston.

SECTION 70-2. Physical Boundaries. The provisions of this Article apply to:
(1) land and structures located within the Beth Israel Hospital Institutional District, and
(2) land and structures located outside the Beth Israel Hospital Institutional District but described in an Institutional Master Plan approved in accordance with the provisions of this Article. The boundaries of the Beth Israel Hospital Institutional District are as shown on the map numbered ____ and entitled "Beth Israel Hospital Institutional District" (supplemental to "Map 1 Boston Proper") of the series of maps entitled "Zoning Districts City of Boston," as amended.

SECTION 70-3. Applicability. This Article together with the rest of this Code constitute the zoning regulation for the Beth Israel Hospital Institutional District and apply as specified in Section 4-1 regarding the conformity of buildings and land to this Code. Zoning relief in the form of exceptions from the provisions of this Article

- 70-10: Existing Construction Approval, Establishment of Indicators
- 70-11: Minor Plan Areas
- 70-12: Consistency with an Institutional Plan
- 70-13: Review and Amendment of Institutional Plan

REGULATIONS GOVERNING DEVELOPMENT REVIEW AND DESIGN REVIEW

- Section 70-14: Applicability of Article 21 Development Review
- 70-15: Design Review

MISCELLANEOUS PROVISIONS

- Section 70-16: On-Street Parking and Loading
- 70-17: Nonconformity with Institutional Plan
- 70-18: Regulations
- 70-19: Enforcement
- 70-20: Definitions
- 70-21: Tables and Figures

SECTION 70-1. Purpose of Rules, Goals and Objectives. The purpose of the Rules is to establish a system of rules for the development of the town within the limits of the town. The Rules are intended to be consistent with the town's comprehensive plan and to provide for the orderly development of the town. The Rules are intended to be consistent with the town's comprehensive plan and to provide for the orderly development of the town. The Rules are intended to be consistent with the town's comprehensive plan and to provide for the orderly development of the town.

SECTION 70-2. Enforcement. The Rules shall be enforced by the town. The Rules shall be enforced by the town. The Rules shall be enforced by the town. The Rules shall be enforced by the town. The Rules shall be enforced by the town. The Rules shall be enforced by the town. The Rules shall be enforced by the town. The Rules shall be enforced by the town. The Rules shall be enforced by the town. The Rules shall be enforced by the town.

SECTION 70-3. Amendments. The Rules may be amended by the town. The Rules may be amended by the town. The Rules may be amended by the town. The Rules may be amended by the town. The Rules may be amended by the town. The Rules may be amended by the town. The Rules may be amended by the town. The Rules may be amended by the town. The Rules may be amended by the town. The Rules may be amended by the town.

pursuant to Article 6A is not available, except to the extent expressly provided in this Article or in Article 6A. Where conflicts exist between the provisions of this Article and the remainder of the Code, the provisions of this Article shall govern. Except where specifically indicated to the contrary in this Article, the provisions of this Article supersede Section 8-7 and Articles 13 through 24 of this Code for the land and structures referred to in Section 70-2. Proposed Projects (which term shall include Proposed Institutional Projects), however, are exempt from the provisions of this Article, and are governed by the rest of this Code, if application to the Inspectional Services Department for a building or use permit has been made prior to the first notice of hearing before the Zoning Commission for adoption of this Article, and (1) no Zoning Relief is required, or (2) any required Zoning Relief has been or thereafter is granted by the Board of Appeal; provided that construction work under such building permit, or occupancy under such occupancy permit, as the case may be, is commenced within six (6) months of the date of such permit and proceeds in good faith continuously so far as is reasonably practicable under the circumstances.

SECTION 70-4. Prohibition of Planned Development Areas. Within the Beth Israel Hospital Institutional District, no Planned Development Area shall be permitted.

GENERAL USE AND DIMENSIONAL REGULATIONS

SECTION 70-5. Use Regulations. Within the Beth Israel Hospital Institutional District, the uses identified in Table A of this Article and described in greater detail in Article 2A, are allowed, conditional, or forbidden as set forth in said Table A. No land or structure in the Beth Israel Hospital Institutional District shall be erected, used, or arranged or designed to be used, in whole or in part, unless, for the proposed location of such use, the use is identified in said Table A as "A" (allowed) or, subject to the provisions of Article 6, the use is identified as "C" (conditional). Any use identified as "F" (forbidden) in Table A for the proposed location of such use is forbidden in such location. Any use not included in Table A is forbidden for the Beth Israel Hospital Institutional District. See Section 70-7.2 for additional provisions regulating Institutional Uses.

SECTION 70-6. Dimensional Regulations. The dimensional requirements governing lots and structures in the Beth Israel Hospital Institutional District are as set forth in Table B of this Article, except that any Proposed Project which is determined to be consistent with an Applicable Institutional Master Plan, pursuant to Section 70-11, shall be deemed to be in compliance with the dimensional requirements of this Article, notwithstanding any contrary provision of Table B. See Section 70-7.2 for additional provisions regulating dimensions of Proposed Institutional Projects.

REGULATIONS APPLICABLE TO INSTITUTIONAL USES

SECTION 70-7. Institutional Master Plan Requirement.

1. Applicability of Requirement. The Inspectional Services Department shall not issue a building, use, or occupancy permit for any Proposed Institutional Project for the erection, extension, or alteration of any structure or part thereof, or the change of use of any structure or land, located in the Beth Israel Hospital Institutional District that is (or immediately after completion will be) used or occupied for an Institutional Use, unless such Proposed Institutional Project is:
 - (a) consistent with an Institutional Master Plan, pursuant to Section 70-11; or
 - (b) for interior alterations to an existing building, provided that such Proposed Institutional Project is not located in the areas described in Appendix A of this Article;
 - (c) for the erection or extension of an Institutional Use, provided that such Proposed Institutional Project does not affect an aggregate gross floor area of more than twenty thousand (20,000) square feet (which area is not a phase of another Proposed Institutional Project), provided that such Proposed Institutional Project is not located in the areas described in Appendix A of this Article.

The proponent of a Proposed Institutional Project who has determined that such Proposed Institutional Project is exempted from the requirements of this Section 70-7, pursuant to subparagraphs (b) and (c) above, shall notify in writing the Department of Inspectional Services and the Boston Redevelopment Authority of the basis for such determination at the time a building or use permit application is filed for such Proposed Institutional Project. Any applicant aggrieved by the denial of any permit by the Inspectional Services Department pursuant to this Section 70-7 may appeal to the Board of Appeal within forty-five (45) days after such denial of a permit, in accordance with the provisions of Article 6.

An applicant for an Institutional Master Plan approval, renewal, or amendment may elect, in its submission materials, to make any Proposed Institutional Project described in subparagraphs (b) or (c) subject to the provisions of its Institutional Master Plan, in which event such Proposed Project shall be governed by the provisions of Sections 70-7 through 70-12 hereof, notwithstanding any contrary provisions of subparagraphs (b) or (c).

A Proposed Institutional Project located outside the Beth Israel Hospital Institutional District and exempted from the Institutional Master Plan requirements of this Section 70-7 pursuant to subparagraphs (b) or (c) above, and not electively described in an Institutional Master Plan pursuant to the preceding paragraph, shall be governed by the use, dimensional, and other regulations of this Code applicable to the use category, other than an Institutional Use, that most closely describes such project.

Any Proposed Institutional Project required to be consistent with an Applicable Institutional Master Plan as approved by the Zoning Commission shall be deemed to be a project for which zoning relief is required for the purposes of Articles 26, 26A, and 26B.

2. Special Provisions Applicable to Institutional Uses and to Uses Described in Institutional Master Plans. Any Institutional Use located within the Beth Israel Hospital Institutional District shall be allowed if so indicated in Table A. However, any Proposed Institutional Project that is not exempt from the Institutional Master Plan requirements of this Section 70-7, or that is exempt from such requirements pursuant to Section 70-7 but electively described in an Institutional Master Plan, must be located in a manner consistent with an Applicable Institutional Master Plan if such Proposed Institutional Project is for: (i) a High Impact Subuse, as that term is defined below (other than a subuse existing as of the date of the first notice of hearing before the Zoning Commission for the adoption of this Article), or (ii) ambulatory clinical care facilities. A "High Impact Subuse" means a subuse of such Institutional Use that is identified as a High Impact Subuse in the definition of such Institutional Use set forth in Article 2A.

Notwithstanding any contrary provision of Section 70-5 (Use Regulations) or of Table A, a use not otherwise allowed for its location pursuant to Table A shall be deemed allowed for all purposes under this Code if adequately described for its location in an Institutional Master Plan in accordance with Section 70-8(b) (Existing Property and Uses) or Section 70-8(d) (Proposed Future Projects), as the case may be, and if consistent with any applicable conditions or requirements set forth in such Institutional Master Plan.

Notwithstanding any contrary provision of this Section 70-7, any Institutional Use existing within the Beth Israel Hospital Institutional District as of the date of the first notice of hearing before the Zoning Commission for the adoption of this Article shall be deemed to be an allowed use, whether or not described in an Applicable Institutional Master Plan and without need for a determination of consistency with such an Institutional Master Plan pursuant to Section 70-11.

Any building or structure existing within the Beth Israel Hospital Institutional District as of the date of the first notice of hearing before the Zoning Commission for the adoption of this Article shall be deemed to be in compliance, as so existing, with the dimensional, parking, and loading requirements of this Article and shall not be considered dimensionally nonconforming for the purposes of Article 9.

The dimensional, parking, and loading requirements for any Proposed Institutional Project that is subject to the provisions of Section 70-7 through Section 70-12, and not exempt therefrom by the provisions of Section 70-7, shall be determined by the provisions of the Applicable Institutional Master Plan, notwithstanding any contrary provision of Table B or Section 70-15. Any building or structure that is located within an Institutional Master Plan Area and that is determined to be consistent with an Applicable Institutional Master Plan, pursuant to Section 70-11, shall be deemed to be in compliance with the dimensional, parking, and loading requirements of this Article.

SECTION 70-8. Content of Institutional Master Plans. An Institutional Master Plan shall include the elements described in this Section 70-8 to provide a basis for evaluating, for city planning purposes, the impact on the surrounding neighborhoods of the Institution's current and future projects. The Institutional Master Plan shall project its proposed development plan at least five (5) years into the future, commencing from the date of submission of the Institutional Master Plan, and shall include all currently planned Proposed Institutional Projects within the Plan. In addition, the Plan shall set out and define the longer term goals of the Institution, a minimum of ten (10) years into the future. These goals should address the broad direction to be taken by the Institution with regard to its growth and services. An Institutional Master Plan prepared pursuant to this Article shall cover the current and proposed properties, uses, and activities of the Institution within the Beth Israel Hospital Institutional District. Each Institutional Master Plan shall include each of the following elements, except to the extent waived by the Boston Redevelopment Authority, as determined in the Scoping Determination described in Section 70-9.2:

(a) Mission and Objectives

A statement which defines the organizational mission and objectives of the Institution, and a description of how all development contemplated or defined by the Institutional Master Plan advances the goals and objectives of the Institution. The statement should describe the population to be served by the Institution, and any projected changes in the size or composition of that population. It should also specify any services to be provided to Boston residents in adjacent neighborhoods and in other areas of the City.

(b) Existing Property and Uses

A description of land, buildings, and other structures occupied by Institutional Uses of the Institution as of the date of submission of the Institutional Master Plan, with such information including, for each property, the following: (i) illustrative site plans showing the footprints of each building and structure, together with roads, sidewalks, parking, and other significant improvements; (ii) land and building uses; (iii) building gross square footage; (iv) building height in stories and, approximately, in feet; (v) a description of off-street parking and loading areas and facilities, including a statement of the approximate number of parking spaces in each area or facility; and (vi) existing building linkage payments.

(c) Needs of the Institution

A summary and projection of the Institution's current and future needs for the following facilities: (i) academic; (ii) service; (iii) research; (iv) office; (v) housing; (vi) patient care; (vii) public assembly; (viii) parking; and other facilities related to the Institutional Use. Such needs shall be defined in relationship to the Institution's goals and objectives as previously described.

(d) Proposed Future Projects

A description of any proposed future projects of the Institution within the geographic scope of the Institutional Master Plan and their relationship to present and future needs. The required descriptions may include:

- (i) site locations and approximate building footprints;
- (ii) uses (specifying the principal subuses of each land area, building, or structure, such as classroom, laboratory, parking facility);
- (iii) square feet of gross floor area;
- (iv) square feet of gross floor area eliminated from existing buildings through demolition of existing facilities;
- (v) floor area ratios;
- (vi) building heights;

A description of land buildings and other structures owned by
the defendant at the time of the commission of the crime of
murder in the first degree, with such information as to the
location, the following: in the case of the defendant, the location
of each building and structure, together with the number of
rooms and other significant information (if any) and the
year (or years) of construction (or years) when the building
and structure, in part (iv) a description of the building and
other structures, including a statement of the location
of each building and other structures, and the year
of construction.

Part II of the Exhibit

A summary and description of the defendant's assets and liabilities
at the time of the crime, in the following order: (i) cash;
(ii) real property; (iii) personal property; (iv) other
assets, and other information related to the defendant's assets
and liabilities, including in the case of the defendant, the
defendant's business.

Exhibit 100000 and 100001

A description of any property that is in the possession of
the defendant at the time of the crime, in the following order:
(i) cash; (ii) real property; (iii) personal property; (iv) other
assets, and other information related to the defendant's assets
and liabilities.

Part III of the Exhibit

A description of the defendant's assets and liabilities
at the time of the crime, in the following order: (i) cash;
(ii) real property; (iii) personal property; (iv) other
assets, and other information related to the defendant's assets
and liabilities.

Part IV of the Exhibit

A description of the defendant's assets and liabilities
at the time of the crime, in the following order: (i) cash;
(ii) real property; (iii) personal property; (iv) other
assets, and other information related to the defendant's assets
and liabilities.

Part V of the Exhibit

Part VI of the Exhibit

- (vii) parking areas or facilities to be provided in connection with proposed projects;
- (viii) any applicable urban renewal plans, land disposition agreements, or the like;
- (ix) current zoning of sites;
- (x) total project cost estimates;
- (xi) estimated development impact payments;
- (xii) approximate timetable for development of Proposed Institutional Projects, with the estimated month and year of construction start and construction completion for each.

(e) Institutional Transportation and Parking Management and Mitigation Plan

A description of the Institution's existing transportation and parking characteristics, a description of parking to be provided over the term of the Institutional Master Plan, a projection of impacts associated with the projects proposed in the Institutional Master Plan, and a set of transportation goals and mitigation measures to address these impacts.

(f) Pedestrian Circulation Guidelines and Objectives

A statement of guidelines and objectives for pedestrian circulation system to be provided through the campus of the Institution, including guidelines and objectives regarding the accessibility to the general public of any pedestrian areas and open spaces.

(g) Urban Design Guidelines and Objectives

A statement of urban design guidelines and objectives for new and renovated buildings to assure their compatibility with supporting neighborhoods and districts and to minimize potential adverse impacts on historic structures.

(h) Job Training Analysis

A description of the Institution's current workforce and projected future employment needs in connection with future projects and a description of current and/or proposed programs with Boston Schools

and other programs to train and employ students from Boston, and particularly from neighborhoods in the vicinity of the Institution, at the requisite skill levels.

(i) Community Benefits Plan

An identification of community benefits to minimize or mitigate detrimental and adverse impacts of proposed future projects on communities and neighborhoods within which proposed future projects are located.

(j) Additional Elements

Such additional elements as the Boston Redevelopment Authority shall determine are necessary adequately to describe and to evaluate the Institution's proposed development program.

SECTION 70-9. Approval of Institutional Master Plans by the Boston Redevelopment Authority. No Institutional Master Plan shall be approved by the Boston Redevelopment Authority, except in conformity with the provisions of this Section 70-9.

1. Institutional Master Plan Notification Form. The Institution seeking an Institutional Master Plan approval shall commence the process by filing an Institutional Master Plan Notification Form (IMP NF) in writing with the Boston Redevelopment Authority. An IMP NF shall consist of those elements of an Institutional Master Plan identified in paragraphs (a) and (d) of Section 70-8, and, if the Institution is planning one or more Proposed Institutional Projects, the IMP NF also shall include summary statements of anticipated impacts of such projects in the impact areas identified in Sections 31-6 through 31-10. Within five (5) days after submission of an IMP NF to the Boston Redevelopment Authority, the Boston Redevelopment Authority shall publish notice of such submission in one or more newspapers of general circulation in the city, such notice to state the name of the Institution and to identify the Institutional Master Plan Area, and shall make copies of the IMP NF available to the public. Within thirty (30) days of such notice, public comments, including the comments of public agencies, shall be transmitted in writing to the Boston Redevelopment Authority.
2. Scoping Determination. After the public consultation session required by Section 70-9.7, and based on the Boston Redevelopment Authority's review of public comments and the IMP NF, the Boston Redevelopment Authority shall issue a written Scoping Determination setting forth in sufficient detail those elements set forth in Section 70-8 that are to be included in the

Institutional Master Plan. Such Scoping Determination shall be issued no later than forty-five (45) days after the Institution files an IMPNF.

3. Institutional Master Plan. The Institution shall satisfy the requirements of the Scoping Determination in the preparation of an Institutional Master Plan. Within five (5) days after submission of the Institution's Institutional Master Plan to the Boston Redevelopment Authority, the Boston Redevelopment Authority shall publish notice of such submission in one or more newspapers of general circulation in the city, such notice to state the name of the Institution and to identify the Institutional Master Plan Area, and shall make copies of the Institutional Master Plan available to the public. Within sixty (60) days of such notice, public comments, including the comments of public agencies, shall be transmitted in writing to the Boston Redevelopment Authority.
4. Adequacy Determination. After the public hearing required by Section 70-9.7, and based on the Boston Redevelopment Authority's review of public comments and the Institutional Master Plan, the Boston Redevelopment Authority shall issue a written Adequacy Determination within one hundred twenty (120) days after the submission of said Institutional Master Plan to the Boston Redevelopment Authority. In issuing an Adequacy Determination, the Boston Redevelopment Authority shall approve the Institutional Master Plan, conditionally approve the Institutional Master Plan, or disapprove it in whole or in part. If all or any part of the Institutional Master Plan is disapproved, specific reasons setting forth the areas in which the Institutional Master Plan is at variance with the requirements of the Scoping Determination or this Article shall be provided in the Adequacy Determination. An Adequacy Determination which, in whole or in part, conditionally approves or disapproves the Institutional Master Plan may require additional elements, information, studies, and mitigation measures, provided that such requirements are within the breadth of the Scoping Determination and the provisions of this Article.
5. Revised Institutional Master Plan. If the Boston Redevelopment Authority's Adequacy Determination disapproves the Institution's Institutional Master Plan, the Institution shall revise the Institutional Master Plan prior to resubmission. The revised and resubmitted Institutional Master Plan shall be reviewed in the manner provided in, and subject to the requirements of, subsections 3 and 4 of this Section 70-9.
6. Time Extensions for Determinations. The Boston Redevelopment Authority may, by notifying the Institution in writing, extend the time periods set out in this Section 70-9 for issuing a Scoping Determination or Adequacy Determination if it finds that: (a) additional time is necessary to render a determination because of the complexity of the Master Plan; or (b)

Interagency Review Panel. Such ongoing consultation shall be held no later than thirty (30) days after the Master Plan is adopted.

Interagency Review Panel. The Interagency Review Panel shall consist of the representatives of the Federal Government, the State of Maryland, the District of Columbia, and the Metropolitan Washington Council of Governments. The Panel shall be established by the Secretary of the Metropolitan Washington Council of Governments. The Panel shall meet at least quarterly to review the progress of the Master Plan and to identify the institutional Master Plan elements to be implemented. The Panel shall also be responsible for the coordination of the implementation of the Master Plan elements. The Panel shall submit a report to the Secretary of the Metropolitan Washington Council of Governments at least annually.

Interagency Review Panel. After the public hearing required by Section 2-207, and based on the Review Panel's report, the Secretary of the Metropolitan Washington Council of Governments shall submit a report to the Board of the Metropolitan Washington Council of Governments. The report shall include the following information: (a) a summary of the public hearing; (b) a summary of the Review Panel's findings and recommendations; (c) a summary of the Board's findings and recommendations; (d) a summary of the Secretary's findings and recommendations; and (e) a summary of the Board's final decision. The Board shall submit a report to the Secretary of the Metropolitan Washington Council of Governments at least annually.

Interagency Review Panel. The Board of the Metropolitan Washington Council of Governments shall submit a report to the Secretary of the Metropolitan Washington Council of Governments at least annually. The report shall include the following information: (a) a summary of the public hearing; (b) a summary of the Review Panel's findings and recommendations; (c) a summary of the Board's findings and recommendations; (d) a summary of the Secretary's findings and recommendations; and (e) a summary of the Board's final decision.

Interagency Review Panel. The Board of the Metropolitan Washington Council of Governments shall submit a report to the Secretary of the Metropolitan Washington Council of Governments at least annually. The report shall include the following information: (a) a summary of the public hearing; (b) a summary of the Review Panel's findings and recommendations; (c) a summary of the Board's findings and recommendations; (d) a summary of the Secretary's findings and recommendations; and (e) a summary of the Board's final decision.

additional time is necessary for the public, including public agencies, to review and comment on the Master Plan. No more than one fifteen (15) day extension of time may be exercised in connection with the issuance of a Scoping Determination and no more than one sixty (60) day extension of time may be exercised in connection with an Adequacy Determination.

7. Community Participation. The Institution shall provide the Boston Redevelopment Authority with a sufficient number of copies (up to fifty (50)), as requested by the Boston Redevelopment Authority, of the IMPNF, the Institutional Master Plan, and any revised Institutional Master Plan to allow for distribution to interested parties. The Boston Redevelopment Authority shall make copies of the IMPNF, the Institutional Master Plan, and any revised Institutional Master Plan available generally to the public within five (5) days after such materials have been submitted to the Boston Redevelopment Authority. Prior to issuing its Scoping Determination for the review of an Institutional Master Plan or an amendment or renewal thereof, the Boston Redevelopment Authority shall schedule a public consultation session to review the proposal and discuss potential impacts. The Boston Redevelopment Authority shall hold a public hearing prior to approving an Institutional Master Plan, or an amendment or renewal thereof, except that no public hearing shall be required for a renewal or amendment that includes no new Proposed Institutional Projects and that otherwise satisfies the requirements of Section 70-12.3(a).
8. Standards for Institutional Master Plan Approval by the Boston Redevelopment Authority. An Institutional Master Plan shall be approved by the Boston Redevelopment Authority only if the Boston Redevelopment Authority finds that: (i) the Institutional Master Plan conforms to the provisions of this Article; (ii) the Institutional Master Plan conforms to the general plan for the city as a whole; (iii) on balance, nothing in the Institutional Master Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens.
9. Coordination with Other Development Review.
 - (a) Article 31 Development Review. In reviewing, pursuant to Article 31, a Proposed Institutional Project subject to the provisions of Section 70-7, the Boston Redevelopment Authority shall
 - (i) require in its Scoping Determination under Article 31 that the Project Impact Report address the cumulative impacts associated with the Proposed Institutional Project when added to existing Institutional Uses of the Institution and other Proposed Institutional Projects identified in the Institution's Master Plan; and

- (ii) limit its Scoping Determination under Article 31 to those issues not already satisfactorily examined in the context of the Institutional Master Plan; and
 - (iii) include in its Scoping Determination and review under Article 31, at the request of the Applicant, the Development Impact Project Plan required by the applicable provisions of Article 26, Article 26A, and Article 26B, and the issues raised thereby, if the Applicant has submitted such Development Impact Project Plan to the Boston Redevelopment Authority together with the Project Impact Report required by Article 31;
 - (iv) limit any mitigation measures or project modifications required as a result of development review under Article 31 to those necessary to mitigate or address adverse impacts identified in the Article 31 development review process.
- (b) Development Impact Projects: Articles 26, 26A, and 26B. If requested by an Institution, the Boston Redevelopment Authority shall review any Development Impact Project Plan required by the applicable provisions of Articles 26, 26A, and 26B for a Proposed Institutional Project (i) as part of the approval, amendment, or renewal of an Applicable Institutional Master Plan pursuant to Section 70-9 or (ii) as part of the development review of such Proposed Institutional Project pursuant to Article 31. Such procedure shall not limit or modify any of the substantive or procedural requirements of said Articles.

A Development Impact Project Plan prepared pursuant to Article 26, Article 26A, or Article 26B for a Proposed Institutional Project may incorporate by reference those portions of an Applicable Institutional Master Plan that are pertinent to the requirements of Section 26-2.2, 26A-2.2, or 26B-2.2, as the case may be.

- (c) Joint Institutional Projects. A Proposed Institutional Project involving the participation of more than one Institution shall be included in its entirety in the Institutional Master Plan for one of such Institutions (provided that such Institutional Master Plan discloses the identity and extent of participation of each Institution participating in such Proposed Institutional Project), or the relevant part of a Proposed Institutional Project shall be included in the Institutional Master Plan for each such Institution pursuant to this Section 70-9 (Approval of Institutional Master Plans) except to the extent otherwise exempt from such requirements pursuant to Section 70-7 (Institutional Master Plan Requirement). With respect to a Proposed Institutional Project that is

(b) The following information is being furnished to you for your information only and is not to be used for any other purpose.

(c) The following information is being furnished to you for your information only and is not to be used for any other purpose.

(d) The following information is being furnished to you for your information only and is not to be used for any other purpose.

(e) The following information is being furnished to you for your information only and is not to be used for any other purpose.

(f) The following information is being furnished to you for your information only and is not to be used for any other purpose.

(g) The following information is being furnished to you for your information only and is not to be used for any other purpose.

included in the Institutional Master Plan for two or more Institutions, the Boston Redevelopment Authority, at the request of such Institutions, shall: (i) allow the submission of a combined IMPNF for such project incorporating all the information required from all such Institutions; (ii) provide for the required Institutional Master Plan amendments to be reviewed together, to the extent feasible, at any public meetings and public hearings required pursuant to this Section 70-9; and (iii) limit the scope of review of such Proposed Institutional Project in each Institution's Institutional Master Plan to those portions of such project that involve the participation of that Institution.

10. Appeals. An applicant aggrieved by the issuance of an Adequacy Determination by the Boston Redevelopment Authority disapproving or conditionally approving an Institutional Master Plan pursuant to this Section 70-9 may appeal to the Board of Appeal within forty-five (45) days after the issuance of such Adequacy Determination, in accordance with the provisions of Article 6. Failure by the Boston Redevelopment Authority to issue any determination required by this Section 70-9 for approving an Institutional Master Plan, or by Section 70-12 for amending or renewing an Institutional Master Plan, within the time limits set forth in Sections 70-9 or 70-12, respectively, shall constitute a decision giving rise to the remedies set forth in Section 8 of Chapter 665 of the Acts of 1956, as amended.

SECTION 70-10. Zoning Commission Approval; Establishment of Institutional Master Plan Areas. Upon approval of the Institutional Master Plan by the Boston Redevelopment Authority, the Boston Redevelopment Authority shall transmit the Institutional Master Plan to the Zoning Commission for its consideration. The Zoning Commission may approve the Institutional Master Plan and upon such approval establish an Institutional Master Plan Area to be governed by the Institutional Master Plan.

The Institutional Master Plan entitled "Beth Israel Hospital Master Plan 1991-2000," dated September 1992 and filed with the Boston Redevelopment Authority as of _____, 1992, shall be deemed approved hereunder as though such Institutional Master Plan had been approved pursuant to the provisions of this Article.

The Institutional Master Plan Area shall be applicable on an overlay basis and may include non-contiguous elements within or outside the Beth Israel Hospital Institutional District. Any use or structure described in an Institutional Master Plan that is consistent with such Institutional Master Plan, as certified in accordance with Section 70-11, and that has satisfied any applicable requirements of Article 31, shall be deemed to be in compliance with the use, dimensional, parking and loading requirements of this Article, notwithstanding any provision of the underlying zoning to

the contrary (including the requirements of any special purpose overlay district set forth in Section 3-1A of this Code) and without the requirement of further zoning relief.

SECTION 70-11. Consistency with an Institutional Master Plan. The Department of Inspectional Services shall not issue a building, use or occupancy permit for any Proposed Project that is subject to the provisions of Section 70-7 (and that is not exempt from such provisions by the terms thereof) for the erection, extension, or alteration of any structure or part thereof, or the change of use of any structure or land, unless the Director of the Boston Redevelopment Authority certifies that the Proposed Project is located within an Institutional Master Plan Area, is adequately described in an Applicable Institutional Master Plan, and is consistent with such Applicable Institutional Master Plan. Such certification of consistency, or a finding of inconsistency, or a finding of consistency subject to a condition or conditions, shall be issued within ninety (90) days after receipt by the Boston Redevelopment Authority of the application for a Proposed Project. Prior to making such a certification of consistency, the Director of the Boston Redevelopment Authority may require the Applicant to submit information and materials as necessary to evaluate whether the Proposed Institutional Project is consistent with the Institutional Master Plan. An Institution aggrieved by the denial of any permit by the Department of Inspectional Services pursuant to this Section 70-11 may appeal to the Board of Appeal within forty-five (45) days after such denial of a permit, in accordance with the provisions of Article 6. Failure by the Director of the Boston Redevelopment Authority to issue any certification or finding required by this Section 70-11 within the time limit set forth in this Section 70-11 shall constitute a decision giving rise to the remedies set forth in Section 8 of Chapter 665 of the Acts of 1956, as amended.

SECTION 70-12. Update, Renewal, and Amendment of Institutional Master Plans.

1. Annual Update. An approved Institutional Master Plan shall be updated annually, on or before the anniversary of the approval date of the Institutional Master Plan. To update its Institutional Master Plan, an Institution shall file with the Boston Redevelopment Authority a description of all projects, including any projects exempt from the provisions of Section 70-7 pursuant to Section 70-7.1(d), that: (a) have been completed since the most recent annual update or Institutional Master Plan approval or renewal date, (b) are ongoing, including a description of the status and estimated timetables for completion of such projects, or (c) are scheduled to begin in the upcoming twelve (12) months, including estimated timetables for the commencement, progress, and completion of such projects. Such descriptions shall include any other information necessary to clarify the information required by items (a), (b), or (c) of this Section 70-12.1. Such annual update of an Institutional Master Plan shall not constitute an amendment or renewal of such Institutional Master Plan, and the description of a project in such annual update shall not serve to

add any such project to any Applicable Institutional Master Plan without an amendment of such Institutional Master Plan pursuant to Section 70-12.3. Failure to update an Institutional Master Plan shall not affect the status under the Institutional Master Plan of then existing uses or structures, or of building, use, or occupancy permits already issued.

2. Time for Renewal or Amendment. An approved Institutional Master Plan may be renewed or amended at any time. If an Institution fails to file an IMPNF seeking renewal of an Institutional Master Plan on or before the eighth anniversary of the date of the later of (a) the Zoning Commission's approval of the original Institutional Master Plan, or (b) the most recent renewal thereof by the Zoning Commission (or by the Boston Redevelopment Authority, if no Zoning Commission review was required), or if, having made such filing, the Institution thereafter fails diligently to make the necessary filings and otherwise fulfill the requirements for renewal set forth in this Section 70-12, as determined by the Director of the Boston Redevelopment Authority, then the Director shall not issue any certificate of consistency, as described in Section 70-11, with respect to a Proposed Institutional Project of such Institution, other than the second or subsequent phases of a Proposed Project described in an Institutional Master Plan as a Proposed Project to be conducted in phases, until such failure is remedied. For purposes of this Section 70-12.2, a Proposed Project described in an Institutional Master Plan as a Proposed Project to be conducted in phases will be deemed to have been fully commenced if the first phase of that Proposed Project is commenced prior to the date required by this Section 70-12.2 for filing an IMPNF seeking renewal of the Institutional Master Plan. Failure to renew an Institutional Master Plan prior to the expiration of such eight (8)- year period shall not affect the status under the Institutional Master Plan of then existing uses or structures or of building, use, or occupancy permits already issued as of such expiration.

Notwithstanding any contrary provision of this Section 70-12.2, an IMPNF seeking renewal of the Institutional Master Plan for Beth Israel Hospital, filed with the Boston Redevelopment Authority and dated September 1992, shall be filed on or before December 31, 1999.

3. Procedure for Renewal or Amendment. The procedure for renewing or amending an Institutional Master Plan shall be identical to that for the initial approval of an Institutional Master Plan except as set forth in subparagraphs (a) through (c) of this Section 70-12.3:
 - (a) Review of Unchanged Plans. If, upon review of the IMPNF submitted in connection with such renewal or amendment, the Boston Redevelopment Authority determines that no new Proposed Institutional Projects are planned, that no changes in the Institutional

Master Plan are proposed that would constitute a change in the use, dimensional, parking, or loading elements of the Institutional Master Plan (other than de minimus dimensional changes), and that no significantly greater impacts would result from continued implementation of the Institutional Master Plan than were originally projected, then the Boston Redevelopment Authority shall waive further review of the renewal or amendment application and approve the IMPNF and original Institutional Master Plan together as the renewed or amended Institutional Master Plan.

(b) Expedited Review of Amendments Adding Certain Small Projects.

The Boston Redevelopment Authority, at the request of the Institution, shall waive the requirements of an IMPNF and Scoping Determination for approval of an amendment to or renewal of an Institutional Master Plan, where the only change in the Institutional Master Plan provided for in the proposed amendment or renewal is the inclusion of one or more additional Proposed Projects that are not subject to the Development Review requirements of Article 31, pursuant to Section 70-13, and that satisfy all the requirements of either (1) or (2) below, as applicable:

- (1) the Proposed Project is exempt from the Institutional Master Plan requirements of Section 70-7, and the Institution elects to make such Proposed Project subject to the provisions of its Institutional Master Plan pursuant to Section 70-7; or
- (2) the Proposed Project is not exempt from the Institutional Master Plan requirements of Section 70-7, and the Proposed Project meets all of the following requirements:
 - (i) the Proposed Project is located within an Institutional District or Subdistrict or, if the Proposed Project is for an Institutional Use (a "Proposed Institutional Project"), and is located outside an Institutional District or Subdistrict, the use category, other than an Institutional Use, that most closely describes such Proposed Institutional Project is identified on the table of uses for that Institutional District or Subdistrict as an allowed use, unless the Board of Appeal has granted permission, pursuant to Article 6 (Conditional Uses) or Article 7 (Variances) for such use; and
 - (ii) if the Proposed Project is for an Institutional Use (a "Proposed Institutional Project") and is located outside an Institutional District or Subdistrict, its dimensions and

parking and loading spaces meet all the requirements applicable to the use category, other than Institutional Use, that most clearly describes the Proposed Institutional Project; and

- (iii) for an Institutional Use, such Proposed Institutional Project is not for one or more of the High Impact Subuses identified in the definition of such use in Article 2A or for ambulatory clinical care facilities.

Notwithstanding any provisions to the contrary in Section 70-9.4, the Boston Redevelopment Authority shall issue its written Adequacy Determination under Section 70-9.4 concerning a proposed amendment to an Institutional Master Plan under this Section 70-12.3(b) within sixty (60) days after the submission of the proposed amendment to the Boston Redevelopment Authority, and public comments concerning such proposed amendment, including the comments of public agencies, shall be transmitted in writing to the Boston Redevelopment Authority within thirty (30) days after the Boston Redevelopment Authority has published notice of such submission as required by Section 70-9.3.

- (c) Limited Scope of Review for Certain Master Plan Amendments. If a proposed amendment is limited to the addition to the Institutional Master Plan of one or more Proposed Institutional Projects, review by the Boston Redevelopment Authority shall be limited to such Proposed Institutional Project(s), taking into consideration the cumulative impacts of such Proposed Institutional Project(s) together with existing uses and other Proposed Projects described in an Institutional Master Plan.

Nothing in subsection (b) or (c) of Section 70-12.3 shall affect the requirements set forth in Section 70-9.7 for full community participation in the Boston Redevelopment Authority's review of an amendment to an Institutional Master Plan, including the requirement that a public hearing be conducted. An amendment or renewal pursuant to subsection (b) or (c) of Section 70-12.3 shall not require further approval by the Zoning Commission, and the date of the Boston Redevelopment Authority's approval of such amendment or renewal shall constitute the new approval date for such Institutional Master Plan for all purposes hereunder. For all other amendments or renewals, the new approval date for the Institutional Master Plan shall be the date of the Zoning Commission's approval of such amendment or renewal.

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The President may make a combined statement and report
to the House of Representatives. At such time as he may
see fit, he may also make a report to the Senate. He may
also make a report to the House of Representatives at such
time as he may see fit.

1957

REGULATIONS GOVERNING DEVELOPMENT REVIEW AND DESIGN REVIEW

SECTION 70-13. **Applicability of Article 31 Development Review.**

1. Large Projects. Notwithstanding any provision of Section 31-4 to the contrary, the provisions of Article 31 (Development Review Requirements), other than Section 31-3, shall be applicable, except where otherwise specified in this Article, to any Proposed Project to: (a) erect a Building or Structure having a gross floor area of fifty thousand (50,000) or more square feet; or (b) enlarge a Building or Structure so as to increase its gross floor area by fifty thousand (50,000) or more square feet; or (c) establish or change the uses of a gross floor area of one hundred thousand (100,000) or more square feet; or (d) establish or change to conditional or forbidden uses the uses of a gross floor area of fifty thousand (50,000) or more square feet.
2. Certain Institutional Projects for Interior Alterations. If a Proposed Institutional Project not otherwise subject to the provisions of Article 31, pursuant to Section 70-13.1: (i) involves interior alterations to an existing Building that affect a gross floor area of thirty thousand (30,000) or more square feet, and (ii) is likely to result in a significant increase in traffic volume or congestion, such Proposed Institutional Project shall comply with the Transportation Access Plan requirements of Section 31-6.
3. Certain Institutional Projects for New Construction. If a Proposed Institutional Project not otherwise subject to the provisions of Article 31, pursuant to Section 70-13.1: (i) involves the erection or extension of a Building or Structure that results in the addition of a gross floor area of twenty thousand (20,000) or more square feet, and (ii) is likely to result in a significant increase in traffic volume or congestion, such Proposed Institutional Project shall comply with the Transportation Access Plan requirements of Section 31-6.
4. Certain Projects for Residential Uses. If a Proposed Project not otherwise subject to the provisions of Article 31, pursuant to Section 70-13.1, includes (i) the construction of fifteen (15) or more Dwelling Units, or (ii) the rehabilitation or alteration of Buildings or Structures so as to result in a net increase of fifteen (15) or more Dwelling Units, such Proposed Project shall comply with the Transportation Access Plan requirements of Section 31-6.

The Commissioner of Inspectional Services shall not issue a building permit for any Proposed Project subject to the provisions of this Section 70-13 unless the Director of the Boston Redevelopment Authority has issued a certification of compliance with the applicable provisions of Article 31, or has issued a determination that no irrevocable harm will result from construction pending completion of the

Article 31 process. Proposed Projects may proceed through the provisions of Article 31 separately or in joint filings, provided the Boston Redevelopment Authority has received adequate information on all such Proposed Projects.

An applicant aggrieved by the issuance of a determination by the Boston Redevelopment Authority disapproving or conditionally approving a Proposed Project pursuant to this Section 70-13 may appeal to the Board of Appeal within forty-five (45) days after the issuance of such determination, in accordance with the provisions of Article 6. Failure by the Boston Redevelopment Authority to issue a determination pursuant to this Section 70-13 within the time limits set forth in Article 31 shall constitute a decision giving rise to the remedies set forth in Section 8 of Chapter 665 of the Acts of 1956, as amended.

SECTION 70-14. **Design Review.**

1. Applicability of Design Review. The provisions of this Section 70-14 shall apply only to those Proposed Projects specified in this Section 70-14 that are not subject to Article 31 development review pursuant to Section 70-13.1 or by election.

The following Proposed Projects are subject to design review by the Boston Redevelopment Authority:

- (a) Projects Visible from a Public Street or Public Park. Any Proposed Project for the erection or extension of one or more Buildings or Structures, if such Proposed Project is visible from a public street or public park; and
- (b) Projects Adding 20,000 Square Feet of Floor Area. Any Proposed Project for the erection or extension of one or more Buildings that results in the addition of an aggregate gross floor area of twenty thousand (20,000) or more square feet.

The provisions of this Section 70-14 shall not apply to any Proposed Project that is subject to the jurisdiction of the Boston Landmarks Commission or other architectural board or commission having design review authority and established pursuant to a general or special law of the Commonwealth of Massachusetts.

The Commissioner of the Inspectional Services Department shall not issue a building or use permit for any Proposed Project that is subject to the provisions of this Section 70-14 unless the Director of the Boston Redevelopment Authority certifies that the design for such Proposed Project has been approved by the Boston Redevelopment Authority.

Article 31 provides that the Board of Directors may, at its discretion, authorize the Board of Directors to enter into any agreement or arrangement with any person or entity, including any governmental entity, for the purpose of carrying out the purposes of the Corporation.

The Board of Directors may, at its discretion, authorize the Board of Directors to enter into any agreement or arrangement with any person or entity, including any governmental entity, for the purpose of carrying out the purposes of the Corporation. The Board of Directors may, at its discretion, authorize the Board of Directors to enter into any agreement or arrangement with any person or entity, including any governmental entity, for the purpose of carrying out the purposes of the Corporation.

SECTION 31.4 - Board Review

The Board of Directors may, at its discretion, authorize the Board of Directors to enter into any agreement or arrangement with any person or entity, including any governmental entity, for the purpose of carrying out the purposes of the Corporation.

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2. Design Approval Procedure and Design Guidelines. Any Proposed Project that is subject to the provisions of this Section 70-14 shall be reviewed pursuant to the Boston Redevelopment Authority's Development Review Procedures, as adopted in 1985 and amended in 1986 and in accordance with design guidelines adopted by the Zoning Commission for the Longwood Medical Area as a whole, as the same may be in force from time to time. Design review pursuant to this Section 70-14 shall be commensurate within the size, scale and visual impacts of the Proposed Project in question.

MISCELLANEOUS PROVISIONS

SECTION 70-15. Off-Street Parking and Loading. For any Proposed Project that is subject to Article 31 development review, pursuant to Section 70-13 or by election, the provision and design of off-street parking and loading facilities shall be determined through the Article 31 process.

For any Proposed Project that is not subject to Article 31 development review, no off-street parking is required. Any off-street parking or loading facilities provided for any Proposed Project that is not subject to Article 31 development review shall meet the following specifications:

1. Design.

- (a) Such facilities shall have adequate maneuvering areas and appropriate means of vehicular access to a street, and shall be so designed as not to constitute a nuisance or a hazard or unreasonable impediment to traffic; and all lighting shall be so arranged as to shine downward and away from streets and residences.
- (b) Such facilities, whether open or enclosed in a Structure, shall be so graded, surfaced, drained and maintained as to prevent water and dust therefrom going upon any Street or another Lot.
- (c) Off-street parking facilities shall not be used for automobile sales, dead storage, or repair work, dismantling, or servicing of any kind.
- (d) Each car space and loading bay shall be located entirely on the Lot.

2. Maintenance. Such facilities shall be maintained exclusively for the parking of motor vehicles, or for loading and unloading purposes, as the case may be, so long as a use requiring them exists. Such facilities shall be used in such a manner as at no time to constitute a nuisance or a hazard or unreasonable impediment to traffic.

SECTION 70-16. Nonconformity as to Dimensional Requirements. A Building or Structure existing on the effective date of this Article and not conforming to the applicable dimensional requirements specified in other provisions of this Article may nevertheless be altered or enlarged, provided that such nonconformity is not increased and that any enlargement itself conforms to such dimensional requirements.

SECTION 70-17. Regulations. The Boston Redevelopment Authority may promulgate regulations to administer this Article.

ARTICLE 10 - PROVISIONS

SECTION 10-1. The Board of Health and Planning, for any proposed project that is subject to the provisions of this article, shall be required to submit a project description and map to the Board of Health and Planning for review and approval.

For any proposed project that is not subject to the provisions of this article, the Board of Health and Planning shall be required to submit a project description and map to the Board of Health and Planning for review and approval.

1. Land

(a) The Board of Health and Planning shall be required to submit a project description and map to the Board of Health and Planning for review and approval.

(b) The Board of Health and Planning shall be required to submit a project description and map to the Board of Health and Planning for review and approval.

(c) The Board of Health and Planning shall be required to submit a project description and map to the Board of Health and Planning for review and approval.

(d) The Board of Health and Planning shall be required to submit a project description and map to the Board of Health and Planning for review and approval.

(e) The Board of Health and Planning shall be required to submit a project description and map to the Board of Health and Planning for review and approval.

SECTION 10-2. The Board of Health and Planning shall be required to submit a project description and map to the Board of Health and Planning for review and approval.

SECTION 10-3. The Board of Health and Planning shall be required to submit a project description and map to the Board of Health and Planning for review and approval.

SECTION 70-18. **Severability.** The provisions and requirements of this Article are severable, and if any such requirements or provisions shall be held invalid by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision or requirement of this Article.

SECTION 70-19. **Definitions.** Words and phrases in this Article have the meanings set forth in Article 2A.

SECTION 70-20. **Tables and Appendix.** The following tables and appendix are hereby made part of this Article:

Tables A and B and Appendix A.

SECTION 10-15: Severability. The provisions and sections of this chapter are severable, and if any provision or provisions are held invalid by any court of competent jurisdiction, such decision shall not affect the validity of any other provision or provisions of this chapter.

SECTION 10-16: Definitions. Words and phrases in this chapter have the meanings set forth in Article 2A.

SECTION 10-17: Tables and Appendix. The following tables and appendixes form an integral part of this chapter.

Tables A and B and Appendix A

Beth Israel Hospital Institutional District Use Regulations

Key: A = Allowed, C = Conditional, F = Forbidden
 For definitions of use categories and certain specific uses, see Article 2A.
 For summary of requirements applicable to Institutional Uses, see Note 1.

Banking and Postal Uses

Automatic teller machine	A
Bank	A
Drive-in bank	C
Post office	A

Community Uses

Adult education center	A
Community center	A
Day care center	A
Day care center, elderly	A
Library	A
Place of worship; monastery; convent; parish house	A

Cultural Uses

Art gallery	A
Art use	A
Auditorium	A
Cinema	A

Cultural Uses (cont'd)

Concert hall	A
Museum	A
Public art, display space	A
Studios, arts	A
Studios, production	A
Theatre	A
Ticket sales	A

Dormitory and Fraternity Uses

Dormitory not accessory to a use	C
Fraternity	C

Educational Uses

College or university ¹	A
Elementary or secondary school ²	A
Kindergarten	A
Professional school	A
Trade school	A

Entertainment and Recreational Uses

Adult entertainment	F
Amusement game machines in commercial establishment	F
Amusement game machines in non-commercial establishment	F
Bar ³	F
Bar with live entertainment ³	F
Bowling alley	F

Entertainment and Recreational Uses (cont'd)

Billiard parlor	F
Dance hall	F
Drive-in theatre	F
Fitness center or gymnasium	A
Private club not serving alcohol	F
Private club serving alcohol	F
Restaurant with live entertainment, not operating after 10:30 p.m. ³	F
Restaurant with live entertainment, operating after 10:30 p.m. ³	F

Funerary Uses

Cemetery	F
Columbarium	F
Crematory	F
Funeral home	F
Mortuary chapel	F

Health Care Uses

Clinic	A
Clinical laboratory	A
Custodial care facility	C
Group care residence, general Hospital ¹	C
Nursing or convalescent home ¹	A
	A



Figure 1: A map of the study area showing the location of the study sites and the surrounding environment.

Hotel and Conference Center Uses

Bed and breakfast	C
Conference center	C
Executive suites	C
Hotel	C
Motel	C

Industrial Uses

Artists' mixed-use	F
Cleaning plant	F
General manufacturing use	F
Light manufacturing use	F
Printing plant	F
Restricted industrial use	F

Office Uses

Agency or professional office	A
General office	A
Office of wholesale business	A

Open Space Uses

Golf driving range	F
Grounds for sports, private	A
Open space	A
Open space recreational building	C
Outdoor place of recreation for profit	F
Stadium	F

Section 1: Introduction

1.1 Overview

This document provides a comprehensive overview of the project goals, objectives, and scope. It outlines the key components and deliverables of the project, ensuring all stakeholders are aligned and informed.

1.2 Project Objectives

The primary objectives of this project are to:

- Develop a robust and scalable system architecture.
- Implement core functionality and user interface.
- Conduct thorough testing and deployment.

2.0 Scope

2.1 In-Scope

- System architecture design and implementation.
- Core functionality development and testing.
- User interface design and implementation.

3.0 Deliverables

- System architecture document.
- Core functionality code and tests.
- User interface design and implementation.
- Final system deployment and documentation.

4.0 Conclusion

Public Service Uses

Automatic telephone exchange	A
Courthouse ²	F
Fire station ²	A
Penal institution ²	F
Police station ²	A
Pumping station ²	C
Recycling facility (excluding facilities handling toxic waste)	F
Solid waste transfer station	F
Sub-station ²	C
Telephone exchange	F

Research and Development Uses⁴

Research laboratory	A
Product development; prototype manufacturing	A

Residential Uses

Congregate living complex	C
Elderly housing	C
Group residence, limited	A
Lodging house	A
Mobile home	F
Mobile home park	F
Multi-family dwelling	A
One family detached dwelling	A
One family semi-attached dwelling	A
Orphanage	A

1. The first step is to identify the problem.

2. The second step is to define the problem.

3. The third step is to analyze the problem.

4. The fourth step is to develop a solution.

5. The fifth step is to implement the solution.

6. The sixth step is to evaluate the solution.

7. The seventh step is to monitor the solution.

8. The eighth step is to report the results.

9. The ninth step is to conclude the project.

Residential Uses (cont'd)

Rowhouse	A
Temporary dwelling structure	C
Three family detached dwelling	A
Townhouse	A
Transitional housing or homeless shelter	A
Two family detached dwelling	A
Two family semi-attached dwelling	A

Restaurant Uses

Drive-in restaurant	F
Restaurant	A
Take-out restaurant	
Small ⁵	A
Large ⁶	A

Retail Uses⁷

Adult bookstore	F
Bakery	A
General retail business	A
Liquor store	A
Local retail business	A
Outdoor sale of garden supplies	F

Service Uses⁷

Animal hospital	F
Barber or beauty shop	A
Caterer's establishment	A

THE STATE OF TEXAS

COUNTY OF DALLAS

Know all men by these presents, that

JOHN A. SMITH

of the County of Dallas, State of Texas,

do hereby certify

that

the within and foregoing

is a true and correct

copy of the

original thereof, as the same appears

from the records of the

County of Dallas, State of Texas,

and that the same is

correctly and truly

transcribed.

WITNESSES my hand and seal

this 1st day of

January

1900

at Dallas, Texas

JOHN A. SMITH

County Clerk

My Comm. Expires

1901

JOHN A. SMITH

County Clerk

My Comm. Expires

1901

JOHN A. SMITH

County Clerk

Service Uses⁷ (cont'd)

Dry-cleaning shop	A
Kennel	F
Laundry, retail service	A
Laundry, self-service	A
Photocopying establishment	A
Shoe repair	A
Tailor shop	A

Storage Uses, Major

Outdoor storage of new materials	F
Outdoor storage of damaged or disabled vehicles	F
Outdoor storage of junk and scrap	F
Storage of certain materials	F
Storage of flammable liquids and gases	
Small ⁸	A
Large ⁸	F
Storage or transfer of toxic waste	F
Warehousing	A
Wrecking yard	F

Trade Uses⁷

Carpenters shop	A
Electrician's shop	A
Machine shop	A
Photographer's studio	A
Plumber's shop	A

Trade Uses⁷ (cont'd)

Radio/television repair	A
Upholsterer's shop	A
Welder's shop	A

Transportation Uses

Airport	F
Bus terminal	F
Garage with dispatch	F
Helicopter landing facility	F
Motor freight terminal	F
Rail freight terminal	F
Railroad passenger station	F

Vehicular Uses

Bus servicing or storage	F
Carwash ⁹	F
Gasoline station ⁹	F
Indoor sale and installation of automotive parts	F
Indoor sale of automobiles and trucks	F
Outdoor sale of new and used vehicles	F
Parking garage	F
Parking lot	F
Rental agency for cars	F
Rental agency for trucks	F
Repair garage	F
Truck servicing or storage	F

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Wholesale Uses

Wholesale business F

Accessory and Ancillary Uses

In the Beth Israel Hospital Institutional District, an accessory use ordinarily incident to a lawful main use is allowed, subject to the provisions of Article 10, unless such use is (i) specifically forbidden as a main use for such subdistrict in this Table A and (ii) not designated "A" or "C" in the accessory use table below. In any event, an accessory use shall be subject to the same restrictions, conditions, limitations, provisos and safeguards as the use to which it is accessory.

Accessory amusement game machines (not more than four) in commercial or non-commercial establishment	F
Accessory art use	A
Accessory automatic teller machine	A
Accessory bus servicing or storage	C
Accessory cafeteria	A
Accessory cultural uses	A
Accessory dormitory	C
Accessory drive-through restaurant	F
Accessory drive-through retail	F
Accessory family day care home	A
Accessory home occupation	A
Accessory industrial use	C
Accessory keeping of laboratory animals ⁴	A
Accessory keeping of animals, other than laboratory animals	F
Accessory machine shop	A
Accessory manufacture of products	C
Accessory offices	A

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY
5408 S. DICKINSON DRIVE
CHICAGO, ILL. 60637

TO THE DIRECTOR
OF THE DIVISION OF THE PHYSICAL SCIENCES
FROM THE DEPARTMENT OF CHEMISTRY
SUBJECT: [illegible]

RE: [illegible]

DATE: [illegible]

BY: [illegible]

1. [illegible]
2. [illegible]
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Accessory and Ancillary Uses (cont'd)

Accessory outdoor cafe	A
Accessory parking	A
Accessory personnel quarters	A
Accessory printing	A
Accessory professional office in a dwelling	A
Accessory railroad storage yard	F
Accessory recycling	A
Accessory repair garage	C
Accessory retail	A
Accessory services for apartment and hotel residents	A
Accessory services incidental to educational uses other than college or university use	A
Accessory service uses	A
Accessory storage of flammable liquids and gases	
Small ⁸	A
Large ⁸	A
Accessory storage or transfer of toxic waste	A
Accessory swimming pool or tennis court ¹⁰	A
Accessory trade uses	A
Accessory truck servicing or storage	C
Accessory wholesale business	A
Ancillary use ¹¹	C

Table A

1. Note regarding Institutional Uses. The Institutional Use categories "College or University Use," "Hospital Use," and "Nursing or Convalescent Home Use," are defined in Article 2A to include subuses (office, parking, etc.) that also appear as main uses in this Table A. If part of an Institutional Use, pursuant to the provisions of this Article and Article 2A, any such subuse shall be regulated as the pertinent Institutional Use.

All Institutional Uses, as defined in Article 2A, are subject to the Institutional Master Plan requirements of Sections 70-7 through 70-12, unless specifically exempted therefrom under the provisions of Section 70-7.

The designations "A," "C," and "F" on this Table A shall not apply to Institutional Uses described in an Applicable Institutional Master Plan. See Section 70-7.2. Such uses shall be deemed allowed if described in such Institutional Master Plan, subject to any limitations or restrictions therein set forth, provided that a High Impact Subuse of an Institutional Use and, in the case of a Hospital Use, an ambulatory clinical care facility, shall be deemed allowed only in a location consistent with that described in such Institutional Master Plan unless exempt from the provisions of this Article 70 pursuant to Section 70-7. (The "High Impact Subuses" of an Institutional Use are identified in the definition of such Institutional Use set forth in Article 2A.)

Except for High Impact Subuses and ambulatory clinical care facilities, the substitution of one Institutional subuse for another Institutional subuse shall not be treated as a change of use, and no determination of consistency with an Institutional Master Plan pursuant to Section 70-11 shall be required for such substitution.
2. Provided the requirements of St. 1956, c. 665, S.2, where appropriate, are met.
3. Provided that, where such use exists on the effective date of this Article and is designated "F," any expansion of seating or standing capacity of such use is forbidden, notwithstanding any contrary provision of Article 9.
4. Provided that such use shall comply with all the guidelines and standards promulgated by the National Institutes of Health concerning the care and use of laboratory animals.
5. Total gross floor area not more than 1,000 square feet per restaurant.
6. Total gross floor area exceeding 1,000 square feet per restaurant.

Table A

7. If a Retail, Service, or Trade Use is designated "A," it shall be forbidden if merchandise is sold or displayed out-of-doors or if such establishment is open to the public after 8:00 p.m. or before 8:00 a.m.
8. Small: storage of less than thirty thousand (30,000) gallons of flammable liquids or less than ten thousand (10,000) cubic feet of gases; Large: storage of thirty thousand (30,000) gallons or more of flammable liquids or ten thousand (10,000) cubic feet or more of gases.
9. Where such use is designated "A," or "C," provided that all washing, painting, lubricating, and making of repairs is carried on inside a building; that such establishment is sufficiently sound insulated to confine all noise to the lot; that all flashing, fumes, gases, smoke and vapor are effectively confined to the lot; and that there is no outdoor storage of damaged, disabled or unregistered motor vehicles for a period of more than one month; otherwise forbidden.
10. Provided that such use is more than four (4) feet from every lot line, and in the case of a swimming pool, that it is protected by a fence at least six (6) feet in height with a gate locked from the outside, and that if the pool is within ten (10) feet of a lot line, the fence is concealing to a height of at least six (6) feet.
11. Provided that any such use shall be subject to the same restrictions, conditions, limitations, provisos and safeguards as the use to which it is ancillary.

There is no need to be hysterical in this situation. It is a very common occurrence and should be handled with a calm and collected mind. The first step is to identify the problem and then to take the necessary steps to resolve it.

The second step is to communicate with the relevant parties. This is essential to ensure that everyone is on the same page and that the problem is understood by all. It is important to be clear and concise in your communication and to listen to the other side's perspective.

The third step is to develop a plan of action. This should be based on the information gathered in the previous steps and should be realistic and achievable. It is important to have a clear timeline and to assign responsibilities to specific individuals.

The fourth step is to implement the plan. This should be done in a systematic and organized manner. It is important to monitor progress and to make adjustments as needed. Communication should continue throughout the process.

The fifth step is to evaluate the results. This should be done after the plan has been implemented and should involve all relevant parties. It is important to identify what worked well and what did not, and to use this information to improve future processes.

The sixth step is to document the process. This should be done in a clear and concise manner and should include all relevant information. This documentation is essential for future reference and for ensuring that the process is repeatable.

The seventh step is to review the process. This should be done periodically and should involve all relevant parties. It is important to identify areas for improvement and to make changes as needed. This review process is essential for ensuring that the process remains effective and efficient.

The eighth step is to communicate the results. This should be done in a clear and concise manner and should involve all relevant parties. It is important to share the findings of the review process and to highlight any areas for improvement.

The ninth step is to implement the changes. This should be done in a systematic and organized manner. It is important to monitor progress and to make adjustments as needed. Communication should continue throughout the process.

The tenth step is to evaluate the results. This should be done after the changes have been implemented and should involve all relevant parties. It is important to identify what worked well and what did not, and to use this information to improve future processes.

Table B

**Beth Israel Hospital Institutional District
Dimensional Regulations(1)**

Maximum Floor Area Ratio	4.0
Maximum Building Height	none (2)
Other Use	
Minimum Lot Size	none
Minimum Lot Width	none
Minimum Lot Frontage	none
Minimum Front Yard	none
Minimum Side Yard	none
Minimum Rear Yard	none

1. No building, use, or occupancy permit may be issued for an Institutional Use except in accordance with the provisions of Sections 70-7 through 70-12, regarding Institutional Master Plans, unless such Institutional Use is specifically exempted from the provisions of Sections 70-7 through 70-12 pursuant to Section 70-7. This Table B sets forth the underlying zoning dimensions for the Beth Israel Hospital Institutional District. Notwithstanding any contrary provision of this Table B or Table C of this Article, the dimensional requirements for any Proposed Institutional Project that is subject to the provisions of Sections 70-7 through 70-12, and not exempt therefrom by the provisions of Section 70-7, shall be determined by the provisions of the Applicable Institutional Master Plan. Any Proposed Institutional Project that is determined to be consistent with an Applicable Institutional Master Plan, pursuant to Section 70-11, shall be deemed to be in compliance with the dimensional requirements of this Article 70.

Table B

2. Provided that the Maximum Building Height shall be thirty-five (35) feet for buildings and structures located within fifty (50) feet of a Residential, Open Space, or Conservation Protection Subdistrict and forty-five (45) feet for buildings and structures located between fifty and one hundred (50-100) feet from such a Subdistrict.

attached as

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the West End and also

APPENDIX A

Those areas of Boston known as the West Fens and Mission Hill, further described as follows:

1. The West Fens. That area bounded....
2. Mission Hill. That area bounded....

APPENDIX A

These areas of Boston known as the West End and Mission Hill, further described as follows:

1. The West End. This area bounded...
2. Mission Hill. This area bounded...